VENDOR

# **PURCHASE ORDER**

Order Date 12/03/2021

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

Purchase Order (Include this number on all correspondence and packages)	VENDOR GUARANTEES	INVOICE TO:
P200206	MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.	TEXAS A&M FOREST SERVICE HUDSON OFFICE 155 TEXAS FOREST SERVICE LOOP LUFKIN TX 75904
VENDOR	ALL TERMS AND CONDITIONS SET	
X0137196003 CLEVELAND MACK SALES INC DBA	FORTH IN OUR BID INVITATION BECOME	SHIP TO:
PERFORMANCE TRUCK 2501 N MEDFORD DR	A PART OF THIS ORDER.	TEXAS A&M FOREST SERVICE HUDSON OFFICE
LUKIN, TX 75901-1401		155 TEXAS FOREST SERVICE LOOP LUFKIN TX 75904

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT PRIOR TO SHIPPING. PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

tem	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 000000-JLS				
1	2023 KENWORTH W900L	1	EA	222,233.580	222,233.5
	**QUOTE ID # QUO-795784-P0B6Q9**				
				TOTAL	222,233.5
	**** NET 30 ****				
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY				
	DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	THIS QUOTE IS FOR 1 UNITS FOR ASAP BUILD, FOR BAYTOWN. PRICING IS GOOD THROUGH 12/10/2021				
	BUY BOARD CONTRACT 601-19. PRICE INCLUDES				
	HHDTT QUOTE E501000253 FOR WETKIT, FENDERS, ETC	•			
	VENDOR QUOTE: BB 601-19 VENDOR REF: NICK BAUDAINS AT 713-353-7761				
- 1					
	M Forest Service cannot accept collect freight shipments.				

#### FOB: DESTINATION FRT INCLUDED

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if aupplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor caucellations permitted without prior approval of Purchasing Department.

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas. The Terms and Conditions of the State of Texas shall prevail.

_						
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	c	9	4		10	

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

_	THIS ORDER IS NOT VALUE UNCESSISIGNED BYTHE PURCHASING AGENT
	PURCHASING AGENT FOR TEXAS A&M FOREST SERVICE

# **PERFORMANCE TRUCK - LUFKIN**

2501 N. Medford Drive, Lufkin, Texas 75901

Phone: (936) 634-3000 BUYER'S ORDER

BUYER'S ORDE	R		
Date Prepared: 12-03-2021 Delivery Date: 03-15-2022 Salesman: Nick Ba	udains	Branch: Lufkin	
Purchaser: Texas A&M Forrestry Service	Telephone: 936-875-4840 Fax:		
Mailing Address: 155 Texas Forest Service Loop City: Lufkin State: TX Zip: 7	5904	County: Angelina	
Physical Address: 155 Texas Forest Service Loop City: Lufkin State: TX Zip:	75904	County: Angelina	
Description: NEW 2023 KENWORTH W900L	Email Address: bw	vhitworth@tfs.tamu.edu	
Mileage: Color: L0006 White NOTE: Sales tax and license fee may a	apply but are not included in this quote.		
VIN: TO ORDER Comments: See attached vehicle summary, quote ID # QUO-	795784-P0B6Q9		
Purchaser's Agent: Billy Whitworth Title:	License Type: Apportioned	Account # 9368754840	
LICENSE - TITLE INFORM	MATION		
Months: 12 Tractor: X Truck: Trailer: Body Type: N/A Cold	or: WHI Tons:	GCW: 140000	
Apportioned: X IMC # Combination: Com'I: Token Trailer	r: Gas: Diesel: X		
INSURANCE INFORMATION			
AGENCY:	SELLING PRICE*	221,230.79	
NAME: PHONE:	BUYBOARD CONTRACT 601-19	400.00	
LIEN INFORMATION	CASH PRICE W/ACCESS.	221,630.79	
NAME: LIEN DATE:	TRADE IN ALLOWANCE		
ADDRESS: PHONE:	NET CASH DIFFERENCE	221,630.79	
CITY, STATE, ZIP:	FEDERAL RETAIL EXCISE TAX	-	
COMMENTS:	NET PRICE	221,630.79	
AMOUNT: NAME:	STATE SALES TAX		
	LICENSE MO. & FEE (APR)	-	
ADDITIONAL INFORMATION	TITLE FEE (INCLUDES \$5 TAG FEE)	33.00	
This quote is for 1 units for ASAP build, FOB Baytown	COMMERCIAL INSPECTION FEE	40.00	
Pricing is good through 12/10/2021	DEALER'S INVENTORY TAX	454.79	
Buy Board Contract 601-19	DOCUMENTARY FEE**	75.00	
Pricing and delivery subject to change pending parts availability and factory surcha	EXTENDED WARRANTY	-	
Price includes HHDTT Quote E501000253 for wetkit, fenders, headache rack etc	SUBTOTAL	222,233.58	
Truck will be EPA compliant Texas Registry	BALANCE OWED ON TRADE	-	
	SUBTOTAL	222,233.58	
	PREPAYMENT	-	
	BALANCE DUE UPON DELIVERY	222,233.58	
DISCLAIMER OF WARRANTY			
Any warranties on the products sold hereby are those made by the manufacturer. The seller,	* PRICE IS SUBJECT TO INDUSTRY AI COST IMPACTS BEYOND THE CONTROL O		
CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER,	** A DOCUMENTARY FEE IS NOT AN OFFICIA		
hereby expressly disclaims all warranties, either express or implied, including any implied warranty	FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE		
of merchantability or fitness for a particular purpose, and CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER neither assumes nor authorizes			
any other person to assume for it any liability in connection with the sale of said products.	PARTIES. THIS NOTICE IS REQU		
PURCHASER Texas A&M Forest Service	ACCEPTED BY See P.C.	-	



#### PERFORMANCE TRUCK - CLEVELAND (C359) 1287 HIGHWAY 59 NORTH CLEVELAND, Texas 77328

TEXAS A&M FOREST SERVICE MAIN STREET COLLEGE STATION, Texas 77845 United States of America

Nicholas Baudains Cell Phone: Office Phone: Email: nbaudains@performancetruck.com Zack Looney Cell Phone: 936-465-0988 Office Phone: 936-875-4840

# Vehicle Summary

	Unit	Chassis	
Model:	W900 Series Conventional.	Fr Axle Load (lbs):	18000
Туре:	TRACTOR	Rr Axle Load (lbs):	46000
Description 1:	W900L 38 ACFT	G.C.W. (lbs):	140000
Description 2:	Copy of W900L 38 ACFT		
	Application	Road Conditions:	
Intended Serv.: H	eavy equipment transport. Vehicles	Class A (Highway)	80
	US		
Commodity:	Heavy machinery.	Class B (Hwy/Mtn)	15
		Class C (Off-Hwy)	5
_	Body	Class D (Off-Road)	0
Type:		Maximum Grade:	6
Length (ft):	0	Wheelbase (in):	273
Height (ft):	0	Overhang (in):	60
Max Laden Weight (Ibs):	0	Fr Axle to BOC (in):	100
<b>、</b>		Cab to Axle (in):	173
	Trailer	Cab to EOF (in):	233
No. of Trailer Axles	: 2	Overall Comb. Length (in):	823
Туре:	Lowboy		
Length (ft):	45	Special Req.	
Height (ft):	12	U.S. Domestic registry, 50-state.	
Kingpin Inset (in):	24		
Corner Radius (in):	0		
	Restrictions		
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		
Approved by:		Date:	

Note: All sales are F.O.B. designated plant of manufacture.

KENWORTH

	Std/ Opt	Description	Weight
Model			
	S	W900 Series Conventional. Threaded steel spring pins & bushings, 16mm. fasteners from rear cab support to end-of-frame, except tractor taper crossmember. Vinyl inside sunvisors, driver side includes strap & mirror, rider side includes strap; Under-dash center console w/ 2 cup holders, 2-12V outlets & a storage compartment, Glove box door with locking latch.	15,873
	S	W900: Straight or Sloped Hood.	(
	0	<b>Chassis operation will not incl. stationary</b> application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	C
	0	Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.	0
	0	<b>38 in. AeroCab Sleeper w/rear axle capacity less</b> than 59K.	C
	0	State of Registry: Texas	C

## Engine & Equipment

0	X15 605V 605@2000 2050@1000	0
	2021 with Intebrake, Productivity Series	
	N09420 C333 0Reserve Speed Limit Offset (	
	N09380 C334 0Maximum Cycle Distance (C334	
	N09360 C400 474Reserve Speed Function Reset	
	N09200 C399 120Standard Maximum Speed Limit	
	N09400 C401 10Maximum Active Distance (C40	
	N09220 C402 0Expiration Distance (C402)	
	N09540 C395 0Expiration Distance (C395)	
	N09260 C121 75Maximum Accelerator Pedal Ve	
	N09440 C234 YESEngine Protection Shutdown (	
	N09460 C231 NOGear Down Protection (C231)	
	N09580 C133 5Timer Setting (C133)	
	N09680 C233 NOIdle Shutdown Manual Overrul	
	N09480 C132 1400Max PTO Speed (C132)	
	N09300 C128 75Maximum Cruise Speed (C128)	
	N09500 C239 NOCruise Control Auto Resume (	
	N09520 C238 NOAuto Engine Brake in Cruise	
	N09240 C209 120Hard Maximum Speed Limit (C2	
	N09780 C190 80High Ambient Temperature Thr	
	N09740 C188 40Low Ambient Temperature Thre	
	N09760 C189 60Intermediate Ambient Tempera	
	N09720 C382 YESEnable Hot Ambient Automatic	
	N09600 C396 YESEnable Impending Shutdown Wa	
	N09620 C397 60Timer For Impending Shutdown	
	N09640 C206 35Engine Load Threshold (C206)	
	N09560 C225 YESEnable Idle Shutdown Park Br	



Std/ Opt	Description	Weight
0	EPA Compliant Engine	0
S	PremierSpec	0
0	Powertrain Protect with SmartAccel - X15	0
0	Torque Rate Limiting Gearing Analysis: Performance	0
	power before economy results.	
0	Customer's Typical Operating Spd: 75 MPH	0
	Effective VSL Setting 65.0 MPH or Greater (USA)	0
0	Engine Idle Shutdown Timer Disabled	0
0	Enable EIST Ambient Temp Overrule	0
	Eff EIST 0 Expiration Miles (USA)	0
S	Air compressor: Cummins 18.7 CFM, Naturally Aspirated for Cummins X15 engines	0
0	Air Cleaner: Dual 15 in. ERA stainless steel cowl	44
Ū	mounted w/Kenworth bug w/Preferred Fit Element.	
0	Fairings dual stainless steel for cowl mounted air cleaners.	2
S	Fan Hub: Horton 2-Speed for X15	0
0	Cooling module: W900L 1240 square inches. T660 with export engine. Includes aluminum radiator core, aluminum charge	-160
	air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	
0	Radiator bug screen mounted between hood & grille.	2
0	EXH: 2021 RH Under DPF/SCR with Dual SOAC	132
	mounted tailpipe, Aerocab sleeper only	
0	Tailpipe: 5 in. dual 48 in. 45 degree curved.	7
S	Fuel Filter: PACCAR Standard Service Interval Fuel/Water Separator. 2017 and Later Emissions	0
0	Run Aid:None	0
Ū	*For Fuel Filter	·
S	Start Aid:None *For Fuel Filter	0
S	Alternator: PACCAR 160 amp, brush type	0
0	Batteries: 4 PACCAR GP31 threaded post (700-730)	57
	2800-2920 CCA dual purpose.	
S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution	0
	incorporating plug-in style relays. Circuit protection for serviceability, 12-	

Price Level: April 1, 2021 Deal: W900L 38 ACFT Printed On: 12/3/2021 10:00:52 AM 100% Complete

Date: December 03, 2021 Quote Number: QUO-795784-P0B6Q9



Std/ Opt	Description	Weight
	volt light system w/circuit protection circuits number & color coded. Only	
0	for Cummins or PX engines.	
0	Battery disconnect switches 2, mounted in cab Requires battery box LH under.	2
0	Jump start terminals under hood.	12
ransmission	& Clutch	
О	Transmission: Fuller RTLO22918B 18-speed	16
	w/oil cooler & pump. Standard with synthetic lubricant. Includes severe-	
	duty pilot bearing on all class 8 models. *Torque Limit: 2250 pound- feet.	
0	Clutch: Eaton 15-1/2 in. Advantage Self-Adjust	6
	to 2250 ft-lb, Ceramic, 6-Paddle, Predamper	
0	Grease bank for clutch & cross shaft.	11
0	Driveline: 2 Dana SPL250XL 1 centerbearing	83
	requires 3500057 interaxle driveline. Low maintenance offering from	
	Spicer. On-highway 350K mi first service interval, 100K mi subsequent	
	service interval on U-joint, splines lubed for life, quick disconnect end	
	caps.	
0	Chassis will be fitted with LH transmission PTO. (Prevents ECU From Interfering With PTO Only)	0
0	Rear transmission support springs for	0
	transmission PTO applications are required to ensure that engine	
	flywheel housings are not overloaded when transmission PTO's are	
	installed.	
0	<b>14" Eaton High Capacity Standard Cooler</b> Oil to Water. For Transmission 1550-2250 LBFT, 18-speed AutoShift.	0
ront Axle & I		
0	PACCAR FX-20 Front Axle rated at 20K 4" drop	169
Ũ	wide track	100
0	Front Brakes: 14,601-22K Bendix RSD ADB22X disc	10
	brake.	
	brake.	
0	Splined rotor for front air disc brakes for use	0
	Splined rotor for front air disc brakes for use with iron hubs.	
0	Splined rotor for front air disc brakes for use with iron hubs. Integral Knuckle for Air Disc Brake, for use on	
0	Splined rotor for front air disc brakes for use with iron hubs. Integral Knuckle for Air Disc Brake, for use on PACCAR FX Steer Axle	-33
	Splined rotor for front air disc brakes for use   with iron hubs.   Integral Knuckle for Air Disc Brake, for use on   PACCAR FX Steer Axle   Front Hubs Iron hub pilot 20,000 lbs. 10 Bolt	
0	Splined rotor for front air disc brakes for use   with iron hubs.   Integral Knuckle for Air Disc Brake, for use on   PACCAR FX Steer Axle   Front Hubs Iron hub pilot 20,000 lbs. 10 Bolt   16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle.	-33
0	Splined rotor for front air disc brakes for use   with iron hubs.   Integral Knuckle for Air Disc Brake, for use on   PACCAR FX Steer Axle   Front Hubs Iron hub pilot 20,000 lbs. 10 Bolt	-33
0	Splined rotor for front air disc brakes for use   with iron hubs.   Integral Knuckle for Air Disc Brake, for use on   PACCAR FX Steer Axle   Front Hubs Iron hub pilot 20,000 lbs. 10 Bolt   16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle.   Consider Wheelguards (5850002) with aluminum wheels.	-33 80
0 0 S	Splined rotor for front air disc brakes for use with iron hubs.   Integral Knuckle for Air Disc Brake, for use on PACCAR FX Steer Axle   Front Hubs Iron hub pilot 20,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.   ConMet PreSet Plus Hub package; front axle.	-33 80 0
0 0 S	Splined rotor for front air disc brakes for use with iron hubs.   Integral Knuckle for Air Disc Brake, for use on PACCAR FX Steer Axle   Front Hubs Iron hub pilot 20,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.   ConMet PreSet Plus Hub package; front axle.	-33 80 0
0 0 \$ \$	Splined rotor for front air disc brakes for use with iron hubs.   Integral Knuckle for Air Disc Brake, for use on PACCAR FX Steer Axle   Front Hubs Iron hub pilot 20,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.   ConMet PreSet Plus Hub package; front axle.   Hubcap: front vented.	-33 80 0
0 0 \$ \$	Splined rotor for front air disc brakes for use with iron hubs.   Integral Knuckle for Air Disc Brake, for use on PACCAR FX Steer Axle   Front Hubs Iron hub pilot 20,000 lbs. 10 Bolt 16.5x6in. or 7in. or air disc brakes. 10 Bolt, 11-1/4 in. bolt circle. Consider Wheelguards (5850002) with aluminum wheels.   ConMet PreSet Plus Hub package; front axle.   Hubcap: front vented.   Slack Adjusters included w/ front axle or brake.	-33 80 0



Std/ Opt	Description	Weight
0	Dual power steering gears: 20K Sheppard M100P.	70
0	Power Steering Cooler:Radiator Mounted Air-to-Oil	11
0	Front Frame Raised: 1/2 in.	0
0	Front Bendix air disc brake dustshield includes pad air disc brakes only.	1
Rear Axle & E		
Ο	<b>Dual Dana Spicer D46-172HP rear axle rated at</b> 46K. w/ 16mm housing and 2.06in. shaft diameter. Includes pump. Tandem rear axles.	378
0	Rear Axle Ratio - 3.73.	0
S	<b>Dual Rear Brake: Bendix RSD 16.5X7 46K</b> Capacity Reduced Stopping Distance Tractor Only. RSD-Compliant HP- ES S-Cam, tandem axle drum brake.	0
S	Dual Rear Brake Drums: cast.	0
S	Dual Rear Hubs: Aluminum hub pilot 46K 11-1/4 in. bolt circle.	0
S	ConMet PreSet Plus Hub package; dual rear axle.	0
S	Dual Rear axle automatic slack adjusters.	0
S	Spring Brake: 3030 long stroke dual 30 square inches travel. Helps keep brakes in adjustment longer.	0
0	Dustshields for drum brakes: all rear axles	11
0	<b>FMVSS-136 Stability Control Schedule Review</b> Chassis meets FMVSS-136 requirements and must be equipped with Electronic Stability Control. Reference Option code placed on order.	0
0	Bendix 6S/6M anti-lock brake system w/ air traction control (ATC) and electronic stability program (ESP) for tractor.	15
0	Interaxle Driveline: 1 Dana SPL170XL	-4
0	Wheel Differential Lock for Dana Spicer axles D40-170(P)/D46-170(H)(P)(WT) forward rear axle & rear rear axle.	112
0	Xlock/differential lock plumbed to low side of low side of transmission (manual).	0
0	Separate flip valve for dual axles: differential lock or crosslock.	0
0	Rear suspension: Tandem Kenworth Airglide 460 46K 54 in. axle spacing. 10.5 in. ride height. Includes air suspension dump valve.	136
0	<b>1 Steerable Pusher: Watson Chalin Tru Track 13.5K</b> SL1190SSR Alumilite; includes axle.	1,271
0	16.5x5 in Bendix RSD brakes for use with 13.5K	0

Price Level: April 1, 2021 Deal: W900L 38 ACFT Printed On: 12/3/2021 10:00:52 AM 100% Complete

Date: December 03, 2021 Quote Number: QUO-795784-P0B6Q9



Std/ Opt	Description	Weight
	1 steerable pusher assembly (included w/ axle).	
0	<b>1 Steerable Pusher cast brake drums.</b> 16.5X5 in. for use with 13.5K axle.	0
0	<b>1 Steerable pusher hubs aluminum hub pilot</b> for use with 13.5K axle.	0
0	Steerable pusher: optional dustshields.	6
0	Pusher or Tag: gauge dash-mounted; flip valve and pressure regulator mounted BOC(S) lower LH side.	0
0	Air Springs: Heavy-duty for Airglide 460. Replaces standard duty air springs.	28
0	Air suspension over-inflation valve w/warning light to temporarily raise the frame.	0
0	1st Pusher location: 54 in. from c/l Forward tandem axle or single rear axle.	0
Tires & Whee		
0	Front Tires: Bridgestone R249 315/80R 22.5 20PR	26
0	<b>Rear tires: Bridgestone M799 11R24.5 16PR.</b> 44 in. diameter, all position. 20.5 in. SLR. Code is priced per pair of tires.	200
0	1 Steerable Pusher: 2 Bridgestone R238A BR R249 315 20PR	26
0	Rear Tire Quantity: 8	0
0	Front Wheel: Accuride 29039 22.5X9 steel Steel Armor[TM] powder coat, hub-pilot mount. 10000lb. maximum rating. 5-hand holes.	70
0	Rear Wheel: Accuride 28827 24.5x8.25 steel Steel Armor[TM] powder coat, hub-pilot mount. 8000lb. maximum rating. 2-hand hole. Code is priced per pair of wheels.	140
0	<b>1 Steerable Pusher Wheel: 2 Accuride 50344</b> 22.5x8.25. Steel Armor[TM] powder coat, hub-pilot mount. 8000lb. maximum rating. 5-hand holes.	20
0	<b>Powder coat white steel wheel. Use in conjunction</b> with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
0	Rear Wheel/Rim Quantity: 8	0
Frame & Equi	pment	
Ο	<b>Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 337in.</b> to 416 in. Truck frame weight is 3.48 lbin. per pair of rails. Section modulus is 17.80, RBM is 2,132,000 in-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application	285



Weigh	Description	Std/ Opt
	Engineering will advise the dealer of the appropriate material	
	specification for a substitute rail.	
686	Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Steel 285 in. to 336 in. or 2nd insert for 11-5/8 in. steel frame. Adds	0
	1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lbin. per	
	pair of rails. Full frame insert length is equal to wheelbase plus rear	
	frame cutoff plus dimension forward of front axle by model: T660, T680,	
	T800, T880 = 21.26 in.; C500B = bumper setting minus 0.79 in.; W900B	
	= 5.27 in., W900L = 1.50 in., W900S = 3.27 in.; T440/T470 50 in.	
	bumper setting = 21.26 in., T470 73 in. bumper setting = 72.3 in.	
66	Bumper: Texas Square chrome. Requires a Bumper	0
	setting code.	
(	30 in. Bumper setting. Requires a bumper code.	0
15	Removable Front Tow Hooks: 2.	0
(	Steel shackle links.	S
(	Front mudflaps.	S
8	W9 parallel non-polished aluminum battery box	0
	module w/ integral step. Extended length for use w/ 2010 and later SCR	
	style exhaust. Up to 2 air tanks may mount to bottom of box. Batteries	
	will be oriented perpendicular on rail.	
(	Battery box location: LH Side.	S
(	Frame access grabhandle(s) LH mounted. Placement	0
	and quantity of grabhandles may vary due to FMCSR frame access	
	requirements.	
C	Frame access grabhandle(s) RH mounted. Placement	0
	and quantity of grabhandles may vary due to FMCSR frame access	
15	requirements. Medium aluminum frame access deck plate, 36 in.	0
	medium aiumnum name access deck plate, 30 m.	0
e	Frame access steps: 2 for fuel/hydraulic tank	0
	BOC, RH mount. Available when rear of tank under extends more than	
	14 in behind rear of cab, sleeper, or side extender. For tanks located	
	totally behind a cab or sleeper the front of the tank must be within 14 in.	
	from the rear of cab, sleeper, or side extender.	
e	Frame access steps: 2 for fuel/hydraulic tank BOC, LH mount. Available when rear of tank under extends more than	0
	14 in. behind rear of cab, sleeper, or side extender. For tanks located	
	totally behind a cab or sleeper the front of the tank must be within 14 in.	
	from the rear of cab, sleeper, or side extender.	
(	W9 non-polished DPF/SCR or CNG diamond plate	S
_	cover with step. For use with 2010 or later exhaust systems. End plates	_
	will be painted standard black frame color.	
23	Heavy-duty BOC crossmember assembly.	0
592	Fifth Wheel: Air, Holland FW70R960XL00 60.0 in.	0



Weight	Description	Std/ Opt
	slide, 9.1 in. height. Outboard mounting angles, 70K vertical rating, LH release, with standard manual secondary lock. Extra capacity type A lock. Air slide control valve standard in dash.	
0	Any changes to rear cab/sleeper area must comply w/FMCSR 399.	0
0	Customer-installed bulkhead and/or headache rack.	0
0	FifthWheelRearFixedSetting FW rear/fixed setting behind bogie 4 in	
0	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	S
0	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	S
43	Quarter Fenders: Black Polypropylene w/ painted steel brackets, single post mounted, 21 in. white top flap with logo.	0
0	Tractor Taper w/o crossmember. Non-towing end-of-frame configuration.	0
0	Shortest end-of-frame cutoff with specified end-of-frame configuration. Selecting this code will override the overhang dimension found in the Vocational Analysis of Prospector.	0
	Equip	Fuel Tanks &
17	Fuel hydraulic 120 US gallon 24.5in. aluminum BOC replace. Split fuel 60 gallon, hydraulic 60 gallon. Class 8 fuel tanks w/ o locking caps include an anti-siphon device on the filler neck.	0
103	<b>Fuel Tank: 75 US gallon 24.5in. aluminum BOC add.</b> Class 8 fuel tanks w/ o locking caps include an anti-siphon device on the filler neck. Multiple tank installations include a fuel equalization system w/ dual draw and return lines with a splitter valve located within 6 inches behind the cab. Single draw and return is an option in some cases.	0
15	Medium round DEF tank, 23.8 gallons. The DEF tank will be located on the side you specified. If you have specific configuration or body builder concerns, please utilize the Custom Frame Layout option. Standard capacity is calculated by fuel capacity of the vehicle and will accommodate two diesel fill-ups for every DEF fill-up. For 1:1 DEF fuel fill ratio, add 7889204.	0
0	Steel raised tank supports 1 in. BOC for 24.5in. fuel, hydraulic tanks.	0
13	Mechanical anti-roll channel for two tanks.	0
0	<b>Position fuel fill beyond rear of sleeper. May</b> have gap between under cab components and fuel tank(s) visible on chassis without full chassis fairings.	0
0	DEF to fuel fill ratio 2:1 or greater.	S
0	Anti-siphon device in fuel tank filler neck. For any number of fuel tanks.	S
0	DEF tank location is LH.	S



Std/ Opt	Description	Weigl
0	2 hydraulic tank fittings, forward top, bottom.	
0	Location: 120 gal split tank RH bhd cab	
0	Location: 75 gal fuel tank LH behind cab	
Cab & Equipr	nent	
0	Cab: AeroCab Curved Glass Conventional. AeroCab	
	includes aluminum & fiberglass fully hucked cab w/ all aluminum	
	bulkhead doors & continuous stainless steel piano-style door hinge &	
	pins. Available only w/ AeroCab sleepers. Not for use on W900 w/ set	
	forward axle. C500B: 123 in. BBC. 74 in. FA to BOC. T660B: 122 in.	
	BBC. 74 in. FA to BOC. T800B: 121 in. BBC. 74 in. FA to BOC. W900B:	
	120 in. BBC. 90 in. FA to BOC. W900L: 130in. BBC. 100 in. FA to BOC.	
	Incandescent exterior lights include diagnosable bulb detection and	
	warning. Trailer cable on tractors includes integrity detection. Standard	
	features include multiplex wiring for interior lights, automated pre-trip	
	inspection, short and open check diagnostics, and programmable	
	daytime running lights. Warning alarm will sound when lights are left on.	
0	Sleeper: 38 in. AeroCab FlatTop sleeper.	54
0	Cab door bearing blocks, top & bottom.	
0	Cab door bearing blocks, top & bottom.	
0	Hood: Extended Metton Hood w/ Grille & Shell.	-5
	Use for W900L Requires 1240 Square in. Radiator & 2007+ Engine.	
0	Hood hinge reinforcement.	
0	Heavy-duty hood reinforcement W900L only.	1
0	Additional 4 ribs on radiator grille.	
S	Cab heater: W/integral defrosters & A/C 45,000	
	btu cab heater. No sleeper heater/AC. Includes 5 mode rotary control.	
	T660 include filter media.	
0	One ball valve for primary heater(s). For	
	chassis w/o auxiliary heater.	
S	Steering wheel: 18 in. 4-spoke.	
S	Adjustable telescoping tilt steering column.	1
0	Flip Valve: On Dash For Single Speed PTO.	
0	Customer-Installed. Includes Indicator Light & Piping.	
0	Information for customer-installed PTO Chelsea 880. 8-bolt. N/A w/ Allison 1000/2000 series transmissions.	
0	Two spare switches: Wired to power.	
0	Seven-way plug: Wired to dash switch. For trailer	
	air suspension. Center pin of standard 7-way connector (J560) will be wired to a switch for trailer hotline. Switch has an integral indicator lamp & a guard.	
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al: W900L 38 A0	CFT Quote Number: QUO-7	



Wei	Description	Std/ Opt
	Gauge: Air suspension pressure gauge.	0
	Gauge: Engine Oil Temperature Gauge With Integral	0
	warning light. The NavPlus HD unit includes a virtual engine oil	
	temperature gauge.	
	Gauge: Manifold Pressure Gauge. The NavPlus HD unit includes a virtual manifold pressure gauge.	0
	Gauge: Axle oil temperature, dual-drive axle.	0
	(2 gauges) w/integral warning light.	0
	Gauge: Oil Temperature Gauge Transmission.	0
	The NavPlus HD unit includes a virtual transmission oil temperature	-
	gauge.	
	KW Driver Information Center: Includes fuel	S
	economy, RPM display, trip information, truck information, diagnostics,	
	gear display, alarm clock.	
	Instrument package: Includes speedometer,	S
	tachometer, fuel gauge, engine coolant temperature gauge, engine oil	
	pressure, voltmeter. Class 8 also includes primary & secondary air	
	reservoir gauges & an air application gauge. DEF level gauge and	
	warning lamp are included with 2010+ engines. Engine hour meter and outside air temperature readouts are standard. Primary read out will be	
	MPH. Add 8240620 to switch primary scale to KPH in Canada.	
	Interior: Cab/38 in. sleeper Splendor. Includes	0
	smooth upholstered side & back panels w/stitched accent lines,	0
	upholstered door pads, full vinyl headliner, black dash panels & black	
	rubber floormat. Sleeper includes cab door & windshield privacy curtain,	
	rolled & pleated upholstered wall panels w/accent lines,full vinyl	
	headliner, black rubber floormat in sleeper & tool compartments.	
	Interior color: Slate Gray w/trim Dark Slate Gray	S
	Driver seat: Kenworth Air cushion Plus HB cloth.	S
	Standard features includes 7 in fore and aft slide adjustment w/isolator,	-
	6-23 degree recline, air suspension with cover, dual armrests, and	
	single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-	
	position tilt and 2-position front cushion extension. Seat material has a	
	horizontal stitch pattern and is 2-tone in color. Seat back is carpeted	
	and includes a map pocket. Seat is manufactured by National. Includes	
	inside visor and retractable 3-point matching seat belts. Grey seat belts.	
	Rider seat: Kenworth Air cushion Plus HB cloth.	0
	Standard features includes 7 in fore and aft slide adjustment w/isolator,	
	6-23 degree recline, air suspension with cover, dual armrests, and	
	single chamber air lumbar support. Seat cushion is 20 inches wide w/ 2-	
	position tilt and 2-position front cushion extension. Seat material has a horizontal stitch pattern and is 2-tone in color. Seat back is carpeted.	
	Seat is manufactured by National. Includes inside visor and retractable	
	3-point matching seat belts. Grey seat belts.	
	Seat color: Dark Slate Gray.	S
	Liftable lower bunk: 38 in. AeroCab standard.	0
	Premium pocket innerspring mattress on lower	0

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Std/ Opt	Description	Weig
-	bunk.	
0	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	
0	Speakers: Two 5-1/4 in. For sleeper w/fader in	
	radio for volume control to sleeper.	
0	Speakers: Four 4 in. x 6 in. high performance. Adds 2 speakers to the Panasonic standard 2. Located in cab header & rear cab corners.	
0	<b>CB installation kit: Center mounted of header.</b> W/header mounted quick release CB mount. One red power post & one black ground post. Includes dual antenna leads located on the mirror	
	brackets. Includes dual antenna & separate speaker.	
S	Non-self cancelling turn signal: W/column-mounted headlight dimmer switch & intermittent wiper control.	
S	Electric LH & RH door locks.	
0	Remote Keyless Entry	
S	<b>Kenworth TruckTech+</b> The Kenworth Remote Diagnostics system provides the Worlds Best reporting of engine and aftertreatment fault codes, as well as enhanced support for the truck owner through rapid communication of fault severity and recommended actions. This option is Standard on all Heavy Duty Kenworths with a PACCAR MX engine, Cummins X15 engine, PX engine or Natural Gas engine. Optional on Medium Duty Kenworths.	
S	Long grabhandle RH side of cab.	
S	Long grabhandle LH side of cab.	
S	Grabhandle: LH inside door frame above dash.	
S	Grabhandle: RH inside door frame above dash.	
S	Daylite Door: LH/RH includes RH peeper window	
0	Dual rectangular air horn 26 in. LH/RH top of roof. Includes air horn covers.	
0	Dual convex mirror 8.5 inch w/ offset mounting below regular mirror, and non-heated.	
S	Look-Down, Pass. Door, Stainless 8.5x4.4	
0	<b>Mirror: Dual Moto heated mirrors 7 in. x 16 in.</b> LH & RH remote controlled. Switch located on door pad.	
S	Mirror brackets 8-1/2 ft load width.	
0	Electric-powered LH & RH door window lifts. Switch located on door.	
0	Cab door & windshield window cover. *Code for 38 in. Aerocab only.	

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Std/ Opt	Description	Weigh
S	One-piece windshield, w/ curved glass.	
<u> </u>		
0	Exterior stainless steel sunvisor.	1
0	Kenworth cab/sleeper air suspension for use w/ 38/62/72/86 in. AeroCabs only.	
0	Quiet Cab Package: For Non-VIT Interiors. Includes Firewall Insulation & Floor Covering w/ Sound Deadening Materials and Cowl Blanket	7
_ights & Instru		
S	Headlamps: Dual Rectangular, extended life halogen	
0	Marker Lights: Five, rectangular, LED	
0	Turn Signal Lights: LED, mounted on fender.	
S	LED Stop,Turn,Tail: With Two LED Backup Lights and With An LED License Plate.	
0	Dual Flush Floodlights: First Set	
0	Floodlight Location: Located High - First Set. This Code To Be Used With Flush-Mount (9052011) or C/I (9058071) Codes Only.	
S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	
0	Brake Lights on when Engine Brake Active. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	
0	Marker Lights: Midframe & reflectors mounted standout. Required on tractors where overall length exceeds 30 feet.	2
0	<b>Circuit Breakers: Replacing fuses. Does not</b> apply to any 5-amp fuse box position. Brakers include stop/brake/turn, tail lamp, high & low beams, marker/clearance lamps, horn, fuel heat, gauges, air dryer, HVAC controls, panel lamps. Some circuits will remain fuses.	
Air Equipmen		
Ο	Air Dryer: Bendix AD-HF Extended Purge Heated With Puraguard	
S	Moisture ejection valve w/ pull cable drain.	
0	Air & Electrical Supply Kits: Tractor BOC-mounted kit w/ slidebar, spring hanger and composite gladhand/light plug holder mounted on back of cab/sleeper. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve and tractor protection valve are	
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standard. Air lines are detachable at one end only, light lines are detachable at both ends. Conspicuity components are standard. Philatron 15 ft Coiled Air Line. Must code for tractor kit. use code 9121115	
Philatron 15 ft Coiled Air Line. Must code for	
Coiled air & light lines replacing straight lines	
Included in tractor kit. 15ft working length.	
Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	
ABS power One additional, w/ 15ft coiled light line, for full truck & tractor	
Dese Westerster, Standard Comise Hasses Duty	
Engines	
5	
5YR/100K MI - EPA Engine (Does not include CARB Clean Idle sticker)	
us	
GHG Secondary Manufacturer: Does Not Apply	
	•
• • •	1
Paint color number(s).	
NOTZO TRAVILE NOOOT BLACK	
Bumper Unpainted	
Slooper Standard Paint	
Sleeper Stanuaru Faint	
1 - Color Paint - Sleeper	
,	
	subject to excessive heat or flexing.   Additional 7-way ISO 3731 connector for trailer   ABS power One additional, w/ 15ft coiled light line, for full truck & tractor   w/ dual light plug holders.   /arranty   Base Warranty - Standard Service Heavy Duty   12 months / 100,000 miles / 160,000 km.   24 Month TruckTech+ Subscription for Cummins   Engines   Base Warranty: Emissions   SYR/100K MI - EPA Engine (Does not include CARB Clean Idle sticker)   PUS   GHG Secondary Manufacturer: Does Not Apply   Warning triangle reflector kit: Shipped Ioose.   Kit consists of 3 triangles in plastic carrying case. Not floor mounted.   One 5 lb. dry chemical type fire extinguisher   mounted outboard of rider seat. Class ABC.   Paint color number(s).   N9702 A - L0006   N9702 A - L0006   WHITE   N9702 FRAME N0001   BLACK   Bumper Unpainted   Sleeper Standard Paint

# **Order Comments**



**Total Weight** 

21,525

# Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval. Dimensional and performance data for unpublished options may vary from that displayed in CRM.

## PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



## **Shipping Destinations**

Intermediate Destination:

**Final Destinations** 

Quantity

### ATTACHMENT A **TEXAS A&M FOREST SERVICE** PURCHASE ORDER **TERMS AND CONDITIONS**

#### REQUIREMENTS OF AWARDED BID

- Vendor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form. 1.1
- 12 Vendor must have price per unit shown. Unit prices shall govern in the event of extension errors.
- Awarded bid was submitted to the Texas A&M Forest 1.3 Service (TFS) on or before the hour and date specified for the bid opening.
- Late and/or unsigned bids were not considered under any 1.4 Person signing bid must have the circumstances. authority to bind the firm in a contract.
- Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the order. 1.5
- 1.6 Bid prices are to be firm for TFS acceptance for 60 days from opening date. Cash discounts offered will be taken if earned
- Bid cannot be altered or amended after opening time. Any 1.7 alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
- Purchases made for TFS are exemption the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be 1.8 . furnished by TFS upon request.
- TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to 19 best serve the interests of the TFS.
- 1.10 Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
- SPECIFICATIONS
- Vendor shall furnish items as specified by model or catalogue numbers, brand names or manufacture referenced on the purchase order. 2.1
- Unless otherwise specified, items shall be new and 2.2 unused and of current production. All electrical items must meet all applicable OSHA
- 2.3 standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- TFS will not be bound by any oral statement or 2.4 representation contrary to the written specifications of this purchase order. Manufacturer's standard warranty shall apply unless
- 2.5 otherwise stated in the IFB.
- TIE BIDS 3. Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).
- DELIVERY Delivery shall be within the quoted number of days required to place material in receiving agency's designated location under normal conditions. Delivery 41 days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order 4.2 status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor. No substitutions permitted without TFS written approval.
- 4.3
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS. Each shipment must be accompanied by a packing slip 4.5
- which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number. INSPECTION AND TESTS 5
- All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS' option, will be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

#### AWARD OF CONTRACT AND FORCE MAJURE 6.

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the contractor. To obtain release on Force Majure, the vendor must file a written request to the TFS.

#### PAYMENT 7.

Vendor shall submit one (1) copy of an itemized invoice referencing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.

#### PATENTS OR COPYRIGHTS

Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights. VENDOR ASSIGNMENTS 9.

Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date. BIDDER AFFIRMATION

#### 10.

Signing a bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid By signature hereon affixed, the bidder hereby lists. certifies that:

- 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation. The bidder is not currently delinquent in the payment of
- 10.2 any franchise tax owed the State of Texas
- 10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in 10.4
- the preparation of the specification for this IFB. Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business 10.5 entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- Pursuant to Section 2155.004(b) Government Code the 10.6 bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated
- and/or payment withheld if this certification is inaccurate. The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and 107 employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of
- subcontractor of supplied to contractor in the execution of performance, of this contract. Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the Orient of Torus 10.8 to the State of Texas.
- Bidder certifies that they are in compliance with section 10.9 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: \_ Name of State Agency:

Date of Separation from State Agency: \_\_\_\_

Position with Bidder:

#### Date of Employment with Bidder: \_

- 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products
- in the State of Texas. Contractor understands that acceptance of funds under 10.11 this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement by observation and one subservation and the requirement to cooperate is included in any subcontract it awards. BUSINESS OWNERSHIP Pursuant to Section 231.006 (c), Family Code, quotation
- 11.
  - must include name and Social Security Number of each person with at least 25% ownership of the business entity

submitting quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award. NOTE TO BIDDER

Any terms and conditions attached to a bid will not be considered. Such terms and conditions may result in

## disqualification of the bid. ALTERNATIVE DISPUTE RESOLUTION

12.

13.

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract made by the contractor:

(a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Robby DeWitt, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Gov't Code.

(b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A).

(c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service Addition of this contact of your advised to solve of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.

(1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the TAC.

(2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part. (3) The designated individual responsible on behalf of

Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (979) 458-7300. PUBLIC DISCLOSURE

(a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. (b) Upon Texas A&M Forest Service's written request.

bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excluded from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Texas A&M Forest Service has a right of access.

(c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*. **REHAB ACT, VEVRAS, SECTION 503** This contractor and subcontractor shall abide by the

15.

requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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