

VENDOR

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date
11/15/2022

Page 01

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

Purchase Order No.	(Include this number on all correspondence and packages)
P300203	

VENDOR GUARANTEES
MERCHANDISE DELIVERED ON
THIS ORDER WILL MEET OR
EXCEED SPECIFICATIONS IN
THE BID INVITATION.

INVOICE TO: TEXAS A&M FOREST SERVICE LUFKIN - FRP PO BOX 310 LUFKIN TX 75902	SHIP TO: TEXAS A&M FOREST SERVICE HUDSON OFFICE 155 TEXAS FOREST SERVICE LOOP LUFKIN TX 75904
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VENDOR 17427862640 RUSH TRUCK CENTERS OF TEXAS LP RUSH TRUCK CENTER-LUFKIN 3901 N MEDFORD DR LUFKIN, TX 75091-1465	ALL TERMS AND CONDITIONS SET FORTH IN OUR BID INVITATION BECOME A PART OF THIS ORDER.
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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.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 000000-JLS ***** 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. *****IFB TERMS AND CONDITIONS***** ALL SPECIFICATIONS, PRICES, TERMS AND CONDITIONS AS PER INVITATION FOR BID AS REFERENCED HEREIN. ***** THE TEXAS A&M FOREST SERVICE REQUIRES COORDINATION OF YOUR VEHICLE DELIVERIES WITH A MINIMUM 24 HOUR PRIOR NOTICE. ***** TO INSURE PERSONNEL WILL BE AVAILABE ON SITE TO ACCEPT YOUR DELIVERY, CALL ALAN SMITH 936-875-4840 AND/OR EMAIL ASMITH@TFS.TAMU.EDU, OR ZACH LOONEY SAME PHONE #, EMAIL ZLOONEY@TFS.TAMU.EDU TO COORDINATE DELIVERY DATE/TIME. TERMS, CONDITIONS, AND SPECIFICATIONS OF IFB-23-003 SHALL APPLY TO THIS PURCHASE ORDER. DELIVERY TO HUDSON, TX, ATTENTION ZACH LOONEY.				
1	PETERBILT MODEL 567 PER SPECIFICATIONS **QUOTE ID# QUO-1011259-H1N8P2** BID NO. IFB-23-003	1	EA	200,519.510	200,519.51
				TOTAL	200,519.51

RTL

Texas A&M Forest Service cannot accept collect freight shipments.

FOB: DESTINATION FRT INCLUDED

Terms:

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 supplies 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 cancellations permitted without prior approval of Purchasing Department.

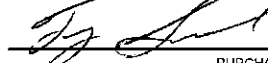
IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE
DEPARTMENT RECEIVING ROOM BY

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.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT



PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

VENDOR

PURCHASE ORDER

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LUFKIN - FRP
PO BOX 310
LUFKIN TX 75902

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17427862640 RUSH TRUCK CENTERS OF TEXAS LP RUSH TRUCK CENTER-LUFKIN 3901 N MEDFORD DR LUFKIN, TX 75091-1465	

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SHIP TO:
 TEXAS A&M FOREST SERVICE
HUDSON OFFICE
155 TEXAS FOREST SERVICE LOOP
LUFKIN TX 75904

 ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED
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Item	Description	Quantity	UOM	Unit Price	Ext Price
RTL	VENDOR QUOTE: IFB-23-003 VENDOR REF: LES SHALNATT 469-706-5226				

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FOB: DESTINATION FRT INCLUDED

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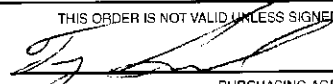
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PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

Attachment B
FY23 Peterbuilt Model 567 Truck Specifications

Build/delivery date: First half of 2023

Frame layout: attempt to keep outer frame rail clear between back of cab and rear axles, to the extent possible, to allow for saddle toolboxes.

Model: Peterbuilt Model 567 full truck

- Fr Axle Load (lbs): 20000
- Rr Axle Load (lbs): 46000
- G.C.W. (lbs): 66000
- Description 1: Wildfire Suppression Dozer Carrier - Bobtail
- Description 2: Allison 4500RDS-P
- Application Road Conditions: on and off road
- Type: Fire Apparatus
- Wheelbase (in): 250
- Overhang (in): 65
- Fr Axle to BOC (in): 74.1
- Cab to Axle (in): 175.9
- Cab to EOF (in): 240 to 250
- Overall Comb. Length (in): 362 to 368
- Restrictions
 - Length (ft): 40
 - Width (in): 102
 - Height (ft): 13.5

0095260 O Fire Apparatus Truck equipped for use in fire fighting applications.
0098170 S United States Registry

Frame & Equipment

- 0514000 O 10-3/4" Steel Rails To 354" 10.75x3.5x.375 Dimension, 2,136,000 RBM; Yield Strength: 120,000
- psi. Section Modulus: 17.8 cubic inches. Weight: 1.74 lbs/inch pair
- 0601500 O Full Steel Inner Liner 729
- 0611250 O Heavy-Duty Iron Front Spring Brackets
- 0611790 S Aluminum Frame Rail Crossmembers Excludes suspension
- 0644020 O EOF Square with Steel Crossmember

Front Axle & Equipment

- 1012200 O Meritor MFS20 20,000 lb, 3.74 in Drop Axle (GAWR) of 20,000 pounds. Axle includes special low-friction bushings, double draw keys and integral thrust bearing and seal. Combination of Meritor Easy Steer king pin bushings, computer-designed and optimized I-beam construction and stiff axle assembly.
- 1114030 O Taper Leaf Springs, Shocks 20,000 lb Standard with Heavy Resistance Shocks.

Attachment B
FY23 Peterbilt Model 567 Truck Specifications

- 1243050 O Power Steering Sheppard HD94 Dual Gear.
- 1250250 O Power Steering Reservoir Frame Mounted w/Cooler
- 1354850 O PHP10 Iron PreSet PLUS Hubs - Air Disc
- 1380070 O Greasable Front Spring Pins
- 1380290 S Bendix Air Disc Front Brakes
- 1380380 S Tenneco Shocks For Steer Axle
- 1380470 O Meritor Wide Track IPO Standard, Front Axle MFS+ 3.5" Drop / MFS 3.74" Drop. 71in KPI IPO 69in with MFS and MFS+ axles.

Rear Axle & Equipment

- 1526120 O Meritor RT46-160 46,000 lb Interaxle diff lock air rocker occupies space of one gauge. Cognis EMGARD FE 75W-90 synthetic axle lube
- 1616290 S PHP10 Aluminum PreSet PLUS Hubs
- 1680450 O Rear Brake Camshaft Reinforcement
- 1680470 O Lube Pump, Drive Axle(s)
- 1680490 O Gusseted Cam Brackets, Drive Axle(s) 2
- 1680500 O SBM Valve
- 1680950 O Stability System Not Selected Or Not Available
- 1682710 S Anti-Lock Braking System (ABS) 6S6M ABS-6. Includes air braking system.
- 1683225 S SmarTire Tire Pressure Monitoring System
- 1684200 S Synthetic Axle Lubricant All Axles - include Fuel Efficient Cognis EMGARD FE75W-90
- 1687010 S Bendix Air Cam Rear Drum Brakes 16.5x7 Bendix Air Cam Rear Drum Brakes
- 1687090 O Diff Lock Tandem Axles With Speed Interlock. Automatically Disengages Wheel Diff Lock at Speeds Above 25 mph.
- 1688110 O Heavy Duty Cam Bushings, Drive Axle(s)
- 1703910 O Ratio 3.91 Rear Axle
- 1821640 O Peterbilt Air Trac 46,000 lbs, 54in Axle Spacing
- 1922260 O Dash Mtd Dump Switch with Indicator Light Dash mounted dump switch with indicator light for suspension.

Engine & Equipment

- 2059920 O X15 500EV@1900 GOV@2000 1850@950 Productivity Series, Emergency (2021 Emissions)
- 9408703 O Base Warr: Emissions 5YR/100K MI-EPA Engine
- N21460 C132 1400..PTO Maximum Engine Speed
- N21520 C133 5.....Idle Shutdown Timer
- N21610 C188 39....Idle Shutdown Cold Ambient A
- N21620 C189 60....Idle Shutdown Intermediate A
- N21630 C190 80....Idle Shutdown Hot Ambient Ai
- N21550 C206 35....Idle Shutdown Percent Engine
- N21510 C225 NO....Idle Shutdown with Parking B

Attachment B
FY23 Peterbuilt Model 567 Truck Specifications

- N21450 C231 NO....Gear Down Protection
- N21570 C233 NO....Idle Shutdown Manual Overrid
- N21440 C234 YES...Engine Protection Shutdown
- N21480 C238 NO....Cruise Control and Engine Br
- N21470 C239 NO....Cruise Control Auto-Resume
- N21430 C333 0.....Driver Initiated OverrideMax
- N21410 C334 0.....Driver Initiated Override Ma
- N21590 C382 YES...Idle Shutdown Hot Ambient Au
- N21500 C395 0.....Green House Gas Automatic En
- N21530 C396 YES...Idle Shutdown Warning Period
- N21540 C397 60....Idle Shutdown Warning Period
- N21320 C399 120...Green House Gas Vehicle Spee
- N21400 C400 252...Driver Initiated Override Re
- N21420 C401 10....Green House Gas Vehicle Spee
- N21330 C402 0.....Green House Gas Vehicle Spee

- 2091130 S VMUX Electronics Architecture
- 2091310 O Engine Idle Shutdown Timer Disabled
- 2091315 O Enable EIST Ambient Temp Overrule
- 2091372 Eff EIST NA Expiration Miles
- 2091640 Effective VSL Setting NA
- 2092018 O Typical Operating Speed 75 MPH
- 2092032 O Powertrain Optimized for Performance
- 2092079 O Decline Driver Performance Assistant
- 2140220 S CARB Engine Idling Compliance DECLINED By Dealer/Customer
- 2140410 S Engine Brake Controls Located on RH Column
- 2140450 O Remote PTO/Throttle, 12-Pin Eng Bay Remote Control Provision

- 2140670 O EPA Emission Warranty
- 2513060 S PACCAR 160 Amp Alternator, Brushed PACCAR 160 AMP alternator, brushed producing 160 Amps
- speed and 100 Amps at idle.
- 2521090 S Immersion Type Block Heater 110-120V
- 2522090 O PACCAR Premium Starter - X15 Engines Only PACCAR Premium 12 volt. Better cranking power, lower current draw and improved warranty to 5-yr/500K miles.
- 2538040 S 3 PACCAR Premium 12V Dual Purpose Batt 2190 CCA Threaded stud type terminal. Stranded copper battery cables are double aught (00) or larger to reduce resistance.
- 2539410 O Battery Jumper Terminal Mounted Under Hood LH Frame Rail. Not available with PX-7 engines.
- 2539490 O Batteries In RH BOC Box
- 2539715 O Kissling Battery Disconnect Switch Terminals Mounted Inside Battery Box

Attachment B
FY23 Peterbuilt Model 567 Truck Specifications

- 2539720 S Low Voltage Disconnect System
- 2621000 O 2-Speed Fan Clutch For Frequent Start/Stops
- 2723220 O 18.7 CFM Naturally Aspirated Air Compressor X15 Only
- 2812170 O Intebrake (Furnished on Engine)
- 2921120 O PACCAR Fuel/Water Separator Extended Service
- 2921220 O Fuel Heat for Fuel Filter
- 2921310 O No Electric Heat Option for Fuel Filter
- 3010400 O Engine Protection Shutdown w/ Label Includes oil pressure, oil temperature, coolant temperature, and intake manifold temperature.
- 3114270 S High Efficiency Cooling System Radiator Size by Model
- 3280010 O Ember Separator On Air Intake
- 3291680 S (1) Air Cleaner Firewall Mounted Molded rubber air intake connections with lined stainless steel clamps seal to prevent contaminants in air intake.
- 3365270 S Exhaust Single RH Side of Cab DPF/SCR right-hand Under Cab.
- 3381770 O Curved Tip Standpipe(s)
- 3387870 S 24" Ht, 5" Dia Chrome, Clear Coat Standpipe(s)

Transmission & Equipment

- 4052460 O Allison 4500 EVS-P Transmission, Gen 5
- Fire and Emergency Applications. Includes Rear Transmission Support
- except on MX engines, Mobil Delvac Transmission Fluid, and Water-Oil
- Heat Exchange. Also includes features that monitor the transmission
- fluid, filter and clutch condition. Will display percent life remaining for
- the transmission fluid, filter and clutches on the shift selector.
- Forward ratios: 1st - 4.70, 2nd-2.21, 3rd-1.53, 4th-1.00, 5th-0.76, 6th-0.67.
- Reverse ratios:DR-(5.55).
- 4210000 O SPL170 HD-XL Driveline, 2 Midship Bearings
- 4216330 O SPL170 XL Driveline Interaxle Dana Spicer Life Series heavy-duty drive shafts
- 4216660 O Service Free Driveline Service free driveline for SPL350, SPL250, SPL170, SPL100.
- 4233910 O (1) Dash Mounted Single Acting EOH PTO Control Electric-over-hydraulic, (to potentially allow unit to be converted to dump truck later).
- 4252890 O Allison FuelSense 2.0 Not Desired
- 4252950 O Omit Allison Neutral At Stop
- 4256460 O Allison EVS 4th Gear Lockup J Allison Vocation Package 120, Fire Truck Pumper
- 4256740 O Allison 6-Speed Configuration, Wide Ratio Gears
- 4256920 O Dash Mounted Push Button Shifter

Air & Trailer Equipment

- 4510190 S Bendix AD-HF Air Dryer, Heater

Attachment B
FY23 Peterbuilt Model 567 Truck Specifications

- Bendix AD-HF air filters protects the life of your engine system and components. Proven PuraGuard oil coalescing technology in the the air dryer cartridge.
- 4520420 O Pull Cords All Air Tanks
- 4540220 O Wire Braid Brake Hose, Rear
- 4540410 O Rapid Air Pressure Build-Up System for Fire /Emergency/Rescue Vehicles only
- 4540420 S Nylon Chassis Hose
- 4541600 O Wire Braid Brake Hose, Front
- 4542330 O Central Location For Air Tank Drain Valves Frame mounted BOC tanks, includes pull cords.
- 4543320 S Steel Painted Air Tanks to be located within frame rails to support ground clearance
- 4543390 O High Mount Air Tanks BOC/BOS Where Possible
- 4610890 O Body Lighting Junction Box, With Wiring) Located end-of-frame
- 4611850 O Omit Standard Trailer Connection Package

Tires & Wheels

- 5004040 O FF: CN 20ply 315/80R22.5 HAU3 WT
- 5133470 O RR: GY 16Ply 11R22.5 Armor Max Pro Grade MSD Diameter= 42.5 inches; SLR= 19.9 inches
- 5190008 S Code-rear Tire Qty 08
- 5220530 O FF: Alcoa 89U647 22.5X9.00 High Polish Aluminum, Ultra ONE wheels with MagnaForce alloy.
- 5311990 S RR: Accu-Lite Steel Armor 51408PK 22.5X8.25 PHP10-2 hand holes
- 5390008 S Code-rear Rim Qty 08
- 5409300 O Wheel Guards, Tandem Axle
- 5409310 O Wheel Guards, Steer Axle
- 5409320 O Wheel Guards, Tandem Axle Between Wheels

Fuel Tanks

- 5554190 O 26" Aluminum 100 Gallon Fuel Tank LH U/C Includes steps for cab access. Paddle handle filler cap with threadless filler neck.
- 5602100 O Location LH U/C 100 Gallon 0
- 5652890 S DEF Tank Mounted LH BOC
- 5652990 O DEF To Fuel Ratio 2:1 Or Greater
- 5655019 S DEF Tank Small, HD 14 Gal
- 5760010 O RH Tank None Furnished

Battery Box & Bumper

- 6010780 O Aluminum Space Saver Battery Box RH BOC Battery access from side
- 6040550 S Aftertreatment Aluminum Non-Slip Cab Entry Aftertreatment right-hand under cab step. DPF/SCR for diesel engines.
- 6121230 O Stainless Steel Bumper Swept Back Polished Without FEPTO
- 6132450 O Heavy Duty External Tow Eye IPO Standard

Attachment B
FY23 Peterbilt Model 567 Truck Specifications

Cab & Equipment

- 6515700 O Vocational 121" BBC Alum Cab and Metton Hood SBFA Stainless crown and grille with tilt assist.
- 6540660 O SmartSound Cab Insulation Package Cab acoustic insulation package for day cabs. Includes insulated inside firewall, top side floor damping, absorber treated kick panels, and insulated backwall and roof structure.
- 6700000 S No Sleeper Selected
- 6800510 O Fender Lips 2.25" Wide
- 6911100 S Peterbilt ST Driver Peterbilt ST air seat, high height backrest, adjustable seat track length,
- 1 chamber lumbar support, suspension with fixed damping, fore-aft isolator with lockout, Vinyl bellows over suspension.
- 6921140 O Peterbilt ST Passenger seat Peterbilt ST air seat, high height backrest, adjustable seat track length,
- 1 chamber lumbar support, suspension with fixed damping, fore-aft isolator with lockout, Vinyl bellows over suspension.
- 6930580 O Drivers Armrests - LH & RH
- 6930590 O Passenger Armrest - LH only
- 6930800 O Black Seat Color IPO Standard Color
- 6939400 S Air Ride Driver
- 6939420 S High Back Driver
- 6939470 S Vinyl Driver
- 6939500 O Air Ride Passenger
- 6939520 S High Back Passenger
- 6939570 S Vinyl Passenger
- 7000025 S Steering Wheel With Multi-Function
- 7000045 O High-Visibility Interior Grabhandles, Painted
- 7001520 S Adjustable Steering Column - Tilt/Telescope
- 7001580 O Vanity Mirror on Inside Sunvisors
- 7037130 S Prestige Interior - Sterling Gray
- 7210420 O Dark Window Tint IPO Standard Tint - Day Cab
- 7210540 S Day Cab Rear Window Day cab rear window flush to back of cab.
- 7210550 S 1-Piece Glass Rear Cab Window Fixed
- 7230060 S 1-Piece Curved Windshield
- 7230360 S Power Door Locks and Power Window Lifts
- 7322010 S Combo Fresh Air Heater/Air Conditioner With radiator mounted condenser, dedicated side window defrosters, Bi-Level Heater/Defroster Controls, 54,500 BTU/HR, and silicone heater hoses.
- 7322130 O Cup Holder (Floor Mounted)
- 7330890 O Ember Filter for Cabin Air.
- 7410040 O Outside Sunvisor - Stainless Steel
- 7510070 S Aero Rear View Mirror Housing, Molded Black
- 7514010 O Peterbilt Aero Rear View Mirror, Motorized

Attachment B
FY23 Peterbilt Model 567 Truck Specifications

- Includes top mirror with motorized, adjustable dual axis heated glass. Bottom mirror is an integrated convex surface. Includes black textured arms with breakaway feature.
- 7514050 S Look Down Mirror Over Passenger Door
- 7610500 S Air Horn Mounted Under Cab
- 7722120 O ConcertClass, AM/FM, Weatherband, 3.5 Aux
- 7725710 O Standard Speaker Package For Cab
- 7728030 O Radio Mute When In Reverse For automatic or automated transmission
- 7728040 O Bluetooth Phone and Audio Requires USB Port
- 7728050 O USB Port
- 7748145 O CB Terminals/Wiring Mounted Under Header
- 7748150 O (1) Antenna for Factory Installed or F/O CB Mounted LH cowl, low mount only, with antenna cable.
- 7788055 S SmartLINQ Remote Diagnostics SmartLINQ is Peterbilts proprietary remote diagnostics service
- 24 Months SmartLINQ Subscription Cummins Engines.
- 7850015 O Rear Wall Deep Record/Map Pocket
- 7851040 O Removable Bugscreen Behind Grille
- 7851480 S Peterbilt Electric Windshield Wipers With Intermittent Feature.
- 7852020 O Cab Air Suspension
- 7852050 O Auto Reset Circuit Protection Daycab and Sleeper
- 7900090 O Triangle Reflector Kit, Ship Loose Florescent triangle
- 7900310 O Fire Extinguisher, Mounted Outboard Driver Seat Hazmat approval UL listed/rated ABC
- 7900560 O Exterior Audible Alarm, Park Brake Not Set With door open; city horn.
- 7901130 O Backup Alarm (107 DB)
- 8011830 S Engine Oil Temperature Located in Digital Cluster Display.
- 8011850 O Transmission Oil Temperature (Main) Located in Digital Cluster Display.
- 8021800 S Air Filter Restriction Pressure Gauge Located in Digital Cluster Display
- 8021810 S Brake Application Air Pressure (Tractor) Located in Digital Cluster Display.
- 8021830 O Increased Air Filter Full Indication For air filter restriction gauge
- 8070110 O (5) Additional Dash Switches with Wiring Located on dash panel C. Availability subject to dash space. Includes 4" 14 gauge wire with butt splice at rear of each additional switch.
- 8070390 O Engine Hour meter Gauge Located in Digital Cluster Display
- 8070810 S Engine Manifold Pressure (Turbo Boost) Located in Digital Cluster Display
- 8070820 S Engine Percent Torque Located in Digital Cluster Display
- 8070830 O Main Instrumentation Panel Digital Cluster 15" Display includes: Speedometer, Tachometer,

Attachment B
FY23 Peterbilt Model 567 Truck Specifications

- Primary Air Pressure, Secondary Air Pressure, Fuel Level, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, and Voltmeter.
- 8071470 O ABS Off-Road Switch Bendix ATC is required on the specification. Off-Road switch allows some wheel slippage prior to ATC activation.
- 8110070 S Headlights Projector Module Pod Fender mounted turn signals, projector module low beam, complex reflector high beam, pod mounted
- 8120990 S (5) Marker Lights, Aero LED On roof, visor, or fairing
- 8133470 O Switch & Wiring for F/O Beacon/Strobe Switch and wiring back-of-cab / back-of-sleeper, at rear sill.
- 8133960 S Daytime Running Lights
- 8140120 O Incandescent Square Stop/Turn/Tail/Backup Left-hand / right-hand square end of frame or dropped a-brace
- 8153050 O (1) F/O Load Light, Switch, (2) 10' Wire Coils (1) furnished by owner load light, switch, (2) 10" wire coils, under cab/sleeper.

Paint

- 8500710 S Standard Paint Color Selection
- 8530770 S (1) Color Axalta Two Stage - Cab/Hood Base Coat/Clear Coat
- N85020 A - L0006EY WHITE
- N85500 CAB ROOF L0006EY WHITE
- N85300 FENDER L0006EY WHITE
- N85200 FRAME L0001EA BLACK
- N85400 HOOD TOP L0006EY WHITE

Options Not Subject To Discount

- 9400090 S Peterbilt Class 8 Standard Coverage 1 year/100,000 Miles (160,000 km)
- 9407147 O Fuel Price Index Factor \$507 NET
- **9408703 O Base Warr: Emissions 5YR/100K MI-EPA Engine**
- 9408982 O Vehicle Layout

Miscellaneous

- 9409001 S Day Cab / Prestige Interior (DM) 0

ATTACHMENT A

TEXAS A&M FOREST SERVICE

TERMS AND CONDITIONS

1. BIDDING REQUIREMENTS

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Bids should be submitted on this form. Any alternations to the original format and content of this form will result in the disqualification of bid.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for TFS acceptance for 60 days from opening date. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bids should give Payee ID Number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas.
- 1.8 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated 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.
- 1.9 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.
- 1.10 TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.
- 1.11 The telephone number for FAX submission of bid is (979) 458-7387. This is the only number that will be used for the receipt of bids. TFS shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

2. SPECIFICATIONS

- 2.1 Catalogs, brand names or manufacture's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered, unless advertised as a Proprietary Purchase in accordance with TAMU Procurement Code Section 1 (b) and TFS Purchasing Procedures, Section 4.13. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered is requested to be made part of the bid. Failure to take exception to specifications/reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to TFS. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and Purchase Order number. Do not enclose in or attach bid to sample.
- 2.5 TFS will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid (IFB).
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
3. **TIE BIDS**
Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).
4. **DELIVERY**
4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery 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.
- 4.2 If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order 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.
- 4.3 No substitutions permitted without TFS written approval.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.
- 4.5 Each shipment must be accompanied by a packing slip 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.

5. INSPECTION AND TESTS

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.

6. AWARD OF CONTRACT AND FORCE MAJURE

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.

7. PAYMENT

Vendor shall submit one (1) copy of an itemized invoice showing 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.

9. VENDOR ASSIGNMENTS

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.

10. BIDDER AFFIRMATION

Signing this 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 lists. By signature hereon affixed, the bidder hereby 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.
- 10.2 The bidder is not currently delinquent in the payment of 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.
- 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.
- 10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business 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.
- 10.6 Pursuant to Section 2155.004(b) Government Code the 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.
- 10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and 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 performance of this contract.
- 10.8 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 State of Texas.
- 10.9 Bidder certifies that they are in compliance with section 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.
- 10.11 Contractor understands that acceptance of funds under 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 to cooperate is included in any subcontract it awards.

11. BUSINESS OWNERSHIP

Pursuant to Section 231.006 (c), Family Code, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the 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.

12. 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.

13. ALTERNATIVE DISPUTE RESOLUTION

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 nor any other conduct of any representative 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.

14. 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 excepted 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*.

15. REHAB ACT, VEVRRA, SECTION 503

This contractor and subcontractor shall abide by the 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.

**ATTACHMENT A
TEXAS A&M FOREST SERVICE
TERMS AND CONDITIONS**

16. **Conflict of Interest.** By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
17. **Prohibition on Contracts with Companies Boycotting Israel.** Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
18. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
19. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.