

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)
P300205	

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

VENDOR

17419210373
CLEVELAND MACK SALES INC
PERFORMANCE TRUCK
266 MARINO ROAD
BRYAN, TX 77808

ALL TERMS AND
CONDITIONS SET
FORTH IN OUR BID
INVITATION BECOME
A PART OF THIS
ORDER.

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
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
1	<p>USER REF: 000000-JLS</p> <p>2024 KENWORTH MODEL T880 PER SPECIFICATIONS **QUOTE ID# QUO-915615-F2B8V4** BID NO. IFB-23-004</p> <p>***** NET 30 *****</p> <p>NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.</p> <p>*****IFB TERMS AND CONDITIONS***** ALL SPECIFICATIONS, PRICES, TERMS AND CONDITIONS AS PER INVITATION FOR BID AS REFERENCED HEREIN. *****</p> <p>THE TEXAS A&M FOREST SERVICE REQUIRES COORDINATION OF YOUR VEHICLE DELIVERIES WITH A MINIMUM 24 HOUR PRIOR NOTICE. *****</p> <p>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.</p> <p>TERMS, CONDITIONS, AND SPECIFICATIONS OF IFB-23-004 SHALL APPLY TO THIS PURCHASE ORDER. DELIVERY TO HUDSON, TX ATTENTION</p>	2	EA	181,327.000	362,654.00
	TOTAL				362,654.00

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 those 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.

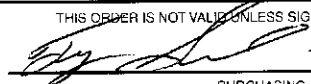
IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE
DEPARTMENT RECEIVING ROOM BY

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

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>ZACH LOONEY.</p> <p>VENDOR QUOTE: IFB-23-004</p> <p>VENDOR REF: CLAY MADDEN 281-593-8888</p> <p>PHONE: 979-778-4466</p>				

RTL

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PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE



TEXAS A&M FOREST SERVICE

PURCHASING DEPARTMENT
200 TECHNOLOGY WAY SUITE 1151
COLLEGE STATION, TEXAS 77845-3424

INVITATION FOR BID

IFB NUMBER
IFB-23-004

Kenworth Model T880

BID MUST BE RECEIVED BEFORE:
2:00 P.M. CENTRAL STANDARD TIME (CST) on November 14, 2022

MAIL, EMAIL, HAND DELIVER, AND /OR
FAX (979-458-7387) BID TO:

Texas A&M Forest Service
Purchasing Department
200 Technology Way, Suite 1151
College Station, TX 77845-3424

**Show IFB Number, Opening Date, and Time on Return
Envelope**

NOTE: BID must be time stamped at the Texas A&M Forest Service Purchasing Department before the hour and date specified for receipt of bid.

Sealed bids will be received until the date and time established for receipt.

REFER ALL INQUIRIES TO:

Terry Smith, C.P.M., CTCD, CTCM
Purchasing Department Head
Texas A&M Forest Service
Purchasing Department
Phone: 979-458-7380
E-mail: tsmith@tfs.tamu.edu

INVITATION FOR BID – RETURN SEALED BIDS TO:

BIDDER MUST SIGN BELOW

FAILURE TO SIGN WILL DISQUALIFY BID

*By signing this quotation, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in TAC Rule, Title 34, Part 1, Chapter 20, Sub C, 20.32(68).

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT
200 TECHNOLOGY WAY STE 1151
COLLEGE STATION TX 77845-3424
PHONE 979-458-7380 FAX 979-458-7387

Page 2 of 9



AUTHORIZED SIGNATURE

BID OPENING: November 14, 2022
@ 2:00 p.m. CST

Clay Madden 11/14/22

PRINT OR TYPE NAME DATE

General Sales Manager

TITLE

74-1921037

VENDOR ID NUMBER
(SEE INSTRUCTIONS 1.7 ON LAST PAGE FOR VENDOR ID NUMBER)

Cleveland Mack Sales, Inc dba Performance Truck

COMPANY NAME

1263 US HWY 59N

ADDRESS

Cleveland TX 77459

CITY STATE Zip

281-593-8888

PHONE FAX

avest@performancetruck.com

E-MAIL

IMPORTANT NOTICE:

IF BIDDING EACH BID
MUST BE PLACED IN A
SEPARATE ENVELOPE
WITH BID OPENING DATE
AND BID NUMBER
ANNOTATED IMMEDIATELY
BELOW RETURN ADDRESS
ON SEALED BID
ENVELOPE.

BIDDER AGREES TO
COMPLY WITH ALL
CONDITIONS TO THIS IFB.

BID NO: IFB-22-004

QUOTE F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED
UNLESS OTHERWISE STATED WITHIN THE SPECIFICATIONS

DESTINATION OF GOODS

Texas A&M Forest Service
155 Texas Forest Service Loop
Lufkin, TX 77904

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>When mailing in bids, bid number and bid opening date must be indicated on the lower left corner of the envelope.</p> <p>Faxed bids will be accepted only at the number indicated at the top of this form.</p> <p>Class and Item Codes: 072-00</p> <hr/> <p>DETERMINATION OF SUBCONTRACTING OPPORTUNITIES</p> <p>The TEXAS A&M FOREST SERVICE has reviewed this IFB in accordance with Texas Government Code 2161.252 and TAC 111.14(a) and has determined that subcontracting opportunities are probable under this contract. Accordingly, a HUB Subcontracting Plan (HSP) is not required.</p> <hr/> <p>GENERAL</p> <p>General questions and clarification of technical specifications may be made to Terry Smith at tsmith@tfs.tamu.edu or 979-458-7381 regarding this Invitation For Bid (IFB).</p> <p>No authority is intended or implied that specifications may be changed or amended except as authorized by written addendum from the</p>				

- Check below to claim preference under TAC Rule 20.38
- ☐ Supplies, materials or equipment, produced in TX/offered by TX bidder*
 - ☐ Agriculture products produced or grown in TX
 - ☐ Agriculture products and services offered by TX bidder
 - ☐ USA produced supplies, materials or equipment
 - ☐ Products of persons with mental or physical disabilities
 - ☐ Vendors that meet or exceed air quality standards
 - ☐ Goods produced or offered by service-disabled veterans
 - ☐ Manufacturer that has recycle program for computer equipment

- ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- ☐ Energy efficient products
- ☐ Rubberized asphalt paving material
- ☐ Recycled motor oil and lubricants
- ☐ Products produced at facilities located on formerly contaminated property
- ☐ Products and services from economically depressed or blighted areas
- ☐ Contractor providing foods of higher nutritional value

Delivery in _____ days Cash Discount _____ % _____ days

INVITATION FOR BID – RETURN SEALED BIDS TO:

Page 3 of 9

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT
200 TECHNOLOGY WAY STE 1151
COLLEGE STATION TX 77845-3424
PHONE 979-458-7380 FAX 979-458-7387

BID OPENING: November 14, 2022 @ 2:00 p.m. CST

BID NO: IFB-23-004

VENDOR: Cleveland Mack Sales, Inc

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>Texas A&M Forest Service Purchasing Department.</p> <p>Responses to inquiries, which directly affect an interpretation or change to this IFB, will be issued in writing by addendum. Only inquiries which are replied to by formal written addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect.</p> <p>NOTICE: THE DEADLINE FOR WRITTEN QUESTIONS IS November 8, 2022 at 2:00 P.M. CENTRAL STANDARD TIME (CST).</p> <p>SHOULD AN ADDENDUM BE REQUIRED, IT WILL BE ISSUED BY November 10, 2022 at 2:00 P.M. CENTRAL STANDARD TIME (CST).</p> <p>SCOPE</p> <p>By means of this IFB, it is the intention of the TEXAS A&M FOREST SERVICE to acquire bids for the purchase of two Kenworth Model T880 full trucks as described in the attached specifications. Only units matching the specifications exactly will be considered for award. No substitutions are allowed.</p> <p>TERMS AND CONDITIONS</p> <p>A. A response to this IFB is an offer to contract based on the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through a TEXAS A&M FOREST SERVICE purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in Section 51.9335 Texas Education Code shall also be considered in making an award when specified. Any legal actions must be filed in Brazos County, Texas.</p> <p>B. The TEXAS A&M FOREST SERVICE reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the TEXAS A&M FOREST SERVICE and to reject any and all bid items at the sole discretion of the TEXAS A&M FOREST SERVICE. The TEXAS A&M FOREST SERVICE also 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 interest of the TEXAS A&M FOREST SERVICE. The TEXAS A&M FOREST SERVICE shall be sole judge of "the best interest of the TEXAS A&M FOREST SERVICE".</p> <p>C. This IFB does not commit the TEXAS A&M FOREST SERVICE to award a contract, issue a purchase order, or pay any cost incurred by a vendor in the preparation of a bid in response to this IFB.</p> <p>D. Upon award of bid, this IFB, awarded vendor's response, and subsequent Purchase Order/s will serve as instruments of contract between the awarded vendor and the TEXAS A&M FOREST SERVICE.</p> <p>E. The TEXAS A&M FOREST SERVICE reserves the right to cancel this contract at any time, and without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or are</p>				

INVITATION FOR BID – RETURN SEALED BIDS TO:

Page 4 of 9

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PHONE 979-458-7380 FAX 979-458-7387

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>not otherwise made available, or for any other unforeseen cause that may occur.</p> <p>F. This contract will be executed in accordance with all specifications, terms and conditions, and requirements of this IFB. The TEXAS A&M FOREST SERVICE will decide all questions which may arise as to the interpretation of specifications, quality, quantity, and acceptability of goods furnished or work performed. If the contract is for services, TEXAS A&M FOREST SERVICE will decide the manner of performance and the rate of progress of work and the acceptable fulfillment of the services on the part of the vendor.</p> <p>G. This contract is subject to any constitutional or statutory limitations upon the TEXAS A&M FOREST SERVICE as an agency of the State of Texas.</p> <p>H. The TEXAS A&M FOREST SERVICE is committed to maintaining an alcohol and drug-free workplace. Possession, use, or being under the influence of alcohol or controlled substances by vendor or vendor's employees while in the performance of any service performed for the TEXAS A&M FOREST SERVICE is prohibited. Violation of this requirement shall constitute grounds for cancellation of the contract.</p> <p>I. In the performance of the specified work awarded vendor shall comply with all applicable Federal and State laws including, but not limited to laws governing labor, equal employment opportunity, safety, environmental protection, and materials used in the work.</p> <p>J. Unacceptable vendor performance and/or failure of vendor to comply with specifications, terms and conditions or any other requirements stipulated herein will constitute a breach of contract and will result in the contract becoming subject to cancellation by the TEXAS A&M FOREST SERVICE. Written notice from the TEXAS A&M FOREST SERVICE to the vendor of such cancellation will result in the contract becoming voided and canceled immediately thereupon, without penalty to the TEXAS A&M FOREST SERVICE.</p> <p>K. If the vendor defaults on the contract, TEXAS A&M FOREST SERVICE reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best value bidder originally responding to the IFB. The defaulting vendor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specifications or scope of work is significantly changed.</p> <p>L. Authorized Relief From Performance (Force Majeure) -- The TEXAS A&M FOREST SERVICE 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 attributable to the fault or negligence of the contractor. The burden of proof for the need of such relief shall rest upon the vendor. To obtain release based on Force Majeure, the vendor must file a written request to the TEXAS A&M FOREST SERVICE.</p> <p>M. Suspension, Debarment, and Terrorism -- Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension,</p>				

INVITATION FOR BID – RETURN SEALED BIDS TO:

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Cleveland Mack Sales, Inc

VENDOR:

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas Statutes and Rules relating to procurement and that bidder is not listed on the Federal Government's Terrorism Watch List as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/portal/public/SAM/</p> <p>N. <u>Conflict of Interest.</u> 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.</p> <p>O. <u>Prohibition on Contracts with Companies Boycotting Israel.</u> 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.</p> <p>P. <u>Certification Regarding Business with Certain Countries and Organizations.</u> 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.</p> <p>Q. <u>Additional Quantities</u> -- The TEXAS A&M FOREST SERVICE reserves the right to purchase additional quantities of the equipment listed herein. Orders for additional equipment shall be made by TEXAS A&M FOREST SERVICE Purchase Order and shall be made within sixty (60) days of award of this bid. Bidders shall hold price firm during this period. Additional quantities ordered shall be subject to the same terms, conditions and pricing of the initial bid response.</p> <p>R. <u>Inter-Agency Agreement</u> -- Successful bidder agrees to extend prices and terms to all entities who have entered or will enter into joint purchasing inter-agency cooperation agreement(s) with the Texas A&M Forest Service.</p> <p>S. <u>Blanket PO Bid Submittal Prices</u> – N/A</p> <p>T. <u>Quality</u> -- The vehicles or equipment furnished under these specifications shall be of quality workmanship and material. The bidder represents that all vehicles or equipment offered under these specifications shall be new, current production model. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.</p> <p>U. <u>Vendor Certification</u> – Vendor hereby certifies that the network</p>				

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Cleveland Mack Sales, Inc

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	<p>hardware or software, <u>as applicable</u>, procured or leased under this contract, has undergone independent certification testing for known and relevant vulnerabilities in accordance with section 2059.060 of the Texas Government Code.</p> <p>V. Renewals -- Any renewals will be under the same requirements, terms and conditions as those of the original agreement documents. Only changes that are permitted within the scope of the originally awarded agreement may be considered in any renewal.</p> <p>W. Vendor References – <u>If requested</u>, bidder will be required to submit Vendor References for current or past comparable work/service provided in the quality and scope of that specified in this IFB.</p> <p>X. Public Disclosure</p> <p>(a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, <i>Texas Government Code</i>, 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.</p> <p>(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, <i>Texas Government Code</i>, but only includes information to which Texas A&M Forest Service has a right of access.</p> <p>(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), <i>Texas Government Code</i>.</p> <p>(d) Bidders/businesses are also required to ensure that their employees who have been designated as <i>Not Eligible for Rehire</i> by a TAMU member are not involved in any work for the TAMU system.</p> <p>Y. HUB – Historically Underutilized Businesses</p> <p>All agencies of the State of Texas are required to make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in procurements for commodities and services. It is the intention of the State of Texas and the Texas A&M Forest Service (TEXAS A&M FOREST SERVICE), as a good faith effort, to encourage the use of Historically Underutilized Businesses (HUBs) in all prime contracts, subcontracts, and purchasing transactions. TEXAS A&M FOREST SERVICE initiatives are to our prime contractors and core suppliers to achieve these ends through race, ethnic, and gender-neutral means. All procurements exceeding \$100,000 for either goods and/or services must include a completed State of Texas HUB Subcontracting Plan (HSP) submitted by vendor/contractor.</p>				

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Cleveland Mack Sales, Inc

VENDOR:

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	<p><u>RIGHT TO AUDIT</u></p> <p>At any time during the term of this contract and for a period of four (4) years thereafter the Texas A&M Forest Service, the State of Texas, the Comptroller of the United States, the federal agency awarding a grant to the Texas A&M Forest Service which funds this procurement in whole or in part, or duly authorized audit representatives of these entities, at their own expense and at reasonable times, reserves the right to have access to, and to incrementally audit, awarded vendor's records that are related to this contract. In the event such an audit by one or more of these entities reveals any errors and/or overpayments by Texas A&M Forest Service, awarded vendor shall refund Texas A&M Forest Service the full amount of such overpayments within thirty (30) days of such audit findings, or Texas A&M Forest Service at its option, reserves the right to deduct such amounts owed to Texas A&M Forest Service from any payments due to awarded vendor.</p> <p><u>BASIS OF AWARD</u></p> <p>A. Award Criteria – The evaluation of bid responses will include but is not limited to pricing, delivery, the extent of which the goods or services meet the needs of the TEXAS A&M FOREST SERVICE and any other factors the TEXAS A&M FOREST SERVICE deems relevant.</p> <p>The TEXAS A&M FOREST SERVICE must be confident that the bidder's response will meet needs of the TEXAS A&M FOREST SERVICE. TEXAS A&M FOREST SERVICE will evaluate and make the award to the bid that is determined to be the best value to the agency based on the criteria listed below.</p> <p>Evaluation Criteria:</p> <p>Pricing</p> <p>Delivery</p> <p>Vendor's ability, capacity, and skill</p> <p>Vendor's previous experience and past relationship with TEXAS A&M FOREST SERVICE</p> <p>Any other factors TEXAS A&M FOREST SERVICE deems relevant</p> <p>B. If bidder submits product or service literature and specifications TEXAS A&M FOREST SERVICE reserves the right to decide if items offered are equivalent to those specified. TEXAS A&M FOREST SERVICE alone shall determine "best value" to the agency and TEXAS A&M FOREST SERVICE' judgment in this regard shall be considered final.</p> <p>C. The TEXAS A&M FOREST SERVICE reserves the right to reject any and all bids, waive any technicalities.</p> <p>D. By submitting a bid in response to this IFB, bidder agrees to this evaluation and award process and further accepts TEXAS A&M FOREST SERVICE' judgment and decision of award.</p> <p><u>TECHNICAL SPECIFICATIONS</u></p>				

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PHONE 979-458-7380 FAX 979-458-7387

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BID NO: IFB-23-004

VENDOR: Cleveland Mack Sales, Inc

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	See attachment B - FY23 Kenworth Model T880 Truck Specifications, 9-pages				

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BID NO: IFB-23-004

VENDOR: Cleveland Mack Sales, Inc

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	ITEM/BID				

1	Kenworth Model T880 per specification. (No substitutes)	2	EA	\$181,327.00	\$ 362,654.00
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GRAND TOTAL \$

\$ 362,654.00

TERMS AND CONDITIONS: THE FOLLOWING ITEMS APPLY TO AND
BECOME A PART OF TERMS AND CONDITIONS OF QUOTATION
ANY EXCEPTIONS THERETO MUST BE IN WRITING

INVITATION FOR BID

IFB-23-004 - 9-pages

ATTACHMENTS

Attachment A - Texas A&M Forest Service, Terms and Conditions, 2-pages

Attachment B - FY23 Kenworth Model T880 Truck Specifications, 9-pages

**Notice: Bidders are cautioned to carefully read all parts of this bid
invitation and to ensure all requested bidder information is completed.**

PERFORMANCE TRUCK - LUFKIN

2501 N. Medford Drive, Lufkin, Texas 75901

Phone: (936) 634-3000

BUYER'S ORDER

Date Prepared: 11-14-2022	Delivery Date: *Q2 2023 Build	Salesman: Drew Vest	Branch: Lufkin
Purchaser: Texas A&M Forest Service		Telephone: 936-875-4840 Fax:	
Mailing Address: 155 Texas Forest Service Loop City: Lufkin State: TX Zip: 75904			County: Angelina
Physical Address: 155 Texas Forest Service Loop City: Lufkin State: TX Zip: 75904			County: Angelina
Description: NEW 2024 KENWORTH T880		Email Address: bwhitworth@tfs.tamu.edu	
Mileage:	Color: L0006 White NOTE: Sales tax and license fee may apply but are not included in this quote.		
VIN: TO ORDER Comments: See attached vehicle summary, quote ID # QUO-915615-F2B8V4.			
Purchaser's Agent: Billy Whitworth		Title:	License Type: Commercial Account # TAMU Forest

LICENSE - TITLE INFORMATION

Months: 12	Tractor:	Truck: X	Trailer:	Body Type: FLATBED	Color: WHI	Tons:	GCW: 66000
Apportioned:	IMC #	Combination:	Com'l: X	Token Trailer:	Gas:	Diesel: X	

INSURANCE INFORMATION

AGENCY:	SELLING PRICE*	180,847.66
NAME: PHONE:	ACCESSORIES	-
LIEN INFORMATION	CASH PRICE W/ACCESS.	180,847.66
NAME: LIEN DATE:	TRADE IN ALLOWANCE	-
ADDRESS: PHONE:	NET CASH DIFFERENCE	180,847.66
CITY, STATE, ZIP:	FEDERAL RETAIL EXCISE TAX	-
COMMENTS:	NET PRICE	180,847.66
AMOUNT: NAME:	STATE SALES TAX	-

ADDITIONAL INFORMATION

This proposal is per truck for 2 trucks to be built ASAP, FOB - Lufkin, TX.	TITLE FEE (INCLUDES \$5 TAG FEE)	5.00
	COMMERCIAL INSPECTION FEE	40.00
	DEALER'S INVENTORY TAX	359.34
New 2024 Kenworth T880 Day Cab Straight Truck	DOCUMENTARY FEE**	75.00
Cummins X15 500EV / Fuller RTLO18913A 13-Speed Manual Trans	EXTENDED WARRANTY	-
	SUBTOTAL	181,327.00
*Current build slots are for Q2 2023 Build. Delivery date TBD.	BALANCE OWED ON TRADE	-
	SUBTOTAL	181,327.00
	PREPAYMENT	-
	BALANCE DUE UPON DELIVERY	181,327.00

DISCLAIMER OF WARRANTY

Any warranties on the products sold hereby are those made by the manufacturer. The seller, CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty 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.

* PRICE IS SUBJECT TO INDUSTRY AND ENVIRONMENTAL COST IMPACTS BEYOND THE CONTROL OF PERFORMANCE TRUCK

** A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY 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 PARTIES. THIS NOTICE IS REQUIRED BY LAW.

Vehicle(s) are subject to prior sale and will not be held more than five working days.

PURCHASER _____

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER.

SALESPERSON _____

ACCEPTED BY _____



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

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

Drew Vest
Cell Phone: 281-610-8007
Office Phone: 713-844-7111
Email: avest@performancetruck.com

Vehicle Summary

Unit		Chassis	
Model:	T880 Series Conventional	Fr Axle Load (lbs):	20000
Type:	FULL TRUCK	Rr Axle Load (lbs):	46000
Description 1:	T880 Straight Trk	G.C.W. (lbs):	66000
Description 2:	X15EV / 13 Spd Manual		
Application		Road Conditions:	
Intended Serv.:	EMT/rescue service: Vehicles used	Class A (Highway)	80
	respo		
Commodity:	Heavy machinery.	Class B (Hwy/Mtn)	20
		Class C (Off-Hwy)	0
Body		Class D (Off-Road)	0
Type:	Flatbed.	Maximum Grade:	6
Length (ft):	20	Wheelbase (in):	254
Height (ft):	13.5	Overhang (in):	65
Max Laden Weight (lbs):	4000	Fr Axle to BOC (in):	74
Trailer		Cab to Axle (in):	180
No. of Trailer Axles:	0	Cab to EOF (in):	245
Type:		Overall Comb. Length (in):	367.5
Length (ft):	0	Special Req.	
Height (ft):	0	U.S. Domestic registry, 50-state.	
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	120		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

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



Sales Code	Std/Opt	Description	Weight
Model			
0000810	S	T880 Series Conventional	15,549
0070060	S	T880	0
0080070	O	CARB Exempt Application Emergency Vehicle Only.	0
0090000	S	Non-Sleeper w/rear axle capacity less than 59K.	0
0098443	O	State of Registry: Texas	0
Engine & Equipment			
0130328	O	X15 500EV 512@1500 1850@950 2021 with Intebrake, Emergency Vehicle N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 68....Maximum Accelerator Pedal Ve N09440 C234 NO....Engine Protection Shutdown (N09460 C231 NO....Gear Down Protection (C231) N09580 C133 5.....Timer Setting (C133) N09680 C233 NO....Idle Shutdown Manual Overrul N09480 C132 1400..Max PTO Speed (C132) N09300 C128 68....Maximum Cruise Speed (C128) N09500 C239 NO....Cruise Control Auto Resume (N09520 C238 NO....Auto Engine Brake in Cruise N09240 C209 120...Hard Maximum Speed Limit (C2 N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold (C206) N09560 C225 YES...Enable Idle Shutdown Park Br	465
1000046	O	EPA Emissions Warranty Engine	0
1000151	S	PremierSpec	0
1000233	O	Powertrain Protect with SmartAccel - X15 Torque Rate Limiting	0
1000244	O	Gearing Analysis: Balance power/economy blend results.	0
1000255	O	Customer's Typical Operating Spd: 68 mph.	0

Price Level: January 1, 2023

Deal: T880 Straight Trk

Printed On: 10/21/2022 1:49:30 PM

Date: October 21, 2022

Quote Number: QUO-915615-F2B8V4

Sales Code	Std/ Opt	Description	Weight
1000684	O	Effective VSL Setting NA	0
1000858	O	Engine Idle Shutdown Timer Disabled	0
1000859	O	Enable EIST Ambient Temp Override	0
1000891	O	Eff EIST NA Expiration Miles	0
1002080	O	Air compressor: Cummins 18.7 CFM, Naturally Aspirated for Cummins X15 engines	0
1051200	S	Air Cleaner: composite firewall mounted PACCAR or Cummins engines	0
1105220	O	Fan Hub: Horton 2-Speed for X15	0
1123555	S	Cooling module: 1330 square inches. Includes aluminum radiator core, aluminum charge air cooler, translucent surge tank and washer bottle, silicone hoses, and extended life coolant.	0
1160205	O	Bugscreen Front of grille on 2.1M MD, C500, T800, T880, and W900. Behind grille on T680 and 1.9M MD.	2
1247229	O	EXH: 2021 RH Under DPF/SCR with RH Horizontal tailpipe below rail	0
1321110	O	Fuel Filter:PACCAR Extended Service Interval Fuel/Water Separator, 2017 and Later Emissions	0
1321205	S	Run Aid:Fuel Heat *For Fuel Filter	0
1321300	O	Start Aid:None *For Fuel Filter	0
1500029	O	Kenworth Fuel Cooler Required for Cummins engines with a single fuel tank. Required for PACCAR MX-13 engine with a single fuel tank and stationary use: High RPM, low vehicle speed, sustained for longer than 1 hour. Optional for all other applications.	6
1816260	O	Alternator: PACCAR 160 amp, brush type	0
1821210	S	Batteries: 3 PACCAR GP31 threaded post (700-730) 2100-2190 CCA dual purpose.	0
1836106	O	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0
1840005	O	Battery disconnect switches 2, mounted on battery box.	2
1840065	S	12V low voltage disconnect for starter battery protection.	0

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1901018	O	Remote PTO/Throttle, 12-Pin, 250K, Back of Cab OR Back of Sleeper, J1939, Remote Control Provision	0
1901083	O	J1939 harness (read only)to EOF for body builder. This option allows the customer to read EPA 2010+ engine parameters from their remote station. "Read Only" means you cannot write information to any components on this harness but can only "Read" information from it.	0
Transmission & Clutch			
2058446	O	Transmission: Fuller RTLO18913A 13-speed w/oil cooler & pump. Standard with synthetic lubricant. Includes severe-duty pilot bearing on all class 8 models. *Torque Limit: 1850 pound-feet.	206
2250494	O	Clutch: Eaton 15-1/2 in. Advantage Self-Adjust to 2050 ft-lb, Ceramic, 6-Paddle	6
2294080	O	Air-assisted Hydraulic Clutch	0
2406005	O	45 degree yokes on interaxle drivelines.	11
2406467	O	Driveline: 3 Dana SPL250SF 2 centerbearing	187
2460042	O	14" Eaton High Capacity Standard Cooler Oil to Water. For Transmission 1550-2250 LBFT, 18-speed AutoShift.	0
2493009	O	Aluminum clutch housing	0
Front Axle & Equipment			
2516006	O	Meritor MFS20 20K 3.74in. drop wide track.	-7
2607002	S	Front Brakes: 14,601-22K Bendix air disc brakes.	0
2690025	O	Splined rotor for front air disc brakes for use with iron hubs.	0
2702020	O	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.	80
2741970	S	ConMet PreSet Plus Hub package; front axle.	0
2750001	S	Hubcap: front vented.	0
2769000	S	Slack Adjusters included w/ front axle or brake. Also use w/ disc brakes.	0
2790035	O	Maximum length wheel studs for hub pilot wheels only. Option is standard length w/ dual aluminum wheels, code not required.	2
2866020	S	Front Springs: Taperleaf 20K w/ shock absorbers w/ maintenance-free elastomer spring pin bushings. Standard with rubber pins except for C500 which has threaded pins. Not available on W900L. W900B use 2866021.	0
2895302	S	Dual power steering gear: 16-22K Sheppard HD94.	0

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Sales Code	Std/Opt	Description	Weight
		Heavy duty. Not for use on T3.	
2899336	S	Power Steering Cooler:Radiator Mounted Air-to-Oil	0
2900616	O	Threaded Bushings for taperleaf spring 16K, 18/20K, 22K, 40K replacing rubber.	0
Rear Axle & Equipment			
3144182	O	Dual Dana Spicer D46-172H rear axle rated at 46K. w/ 16mm housing and 2.06in. shaft diameter. Tandem rear axles.	-158
3200342	O	Rear Axle Ratio - 3.42.	0
3334004	S	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	0
3392005	S	Dual Rear Brake Drums: cast.	0
3407050	S	Dual Rear Hubs: Aluminum hub pilot 46K 11-1/4 in. bolt circle.	0
3441972	S	ConMet PreSet Plus Hub package; dual rear axle.	0
3465002	S	Dual Rear axle automatic slack adjusters.	0
3485207	S	Spring Brake: 3030 long stroke dual 30 square inches travel. Helps keep brakes in adjustment longer.	0
3490047	O	Dustshields for drum brakes: all rear axles.	11
3495228	O	Bendix 4S/4M anti-lock brake system w/ air traction control (ATC).	2
3495362	U	Enhanced Automated Emergency Braking Deceleration	0
3500057	O	Interaxle Driveline: 1 Dana SPL170XL Tandem Rear Axles Only	-2
3532194	O	Wheel Differential Lock for Dana Spicer axles D40-170(P)/D46-170(H)(P)(WT) forward rear axle & rear rear axle.	112
3747461	O	Rear suspension: Tandem Hendrickson RT463 46K. 54 in. axle spacing. Steel beams & barpin bushing. 7.19 in. saddle height. Unladen Height: 12.5 in. Laden Height: 11.2 in.	689
3830145	O	Delete standard heavy-duty air springs for rear suspension.	-28
Tires & Wheels			
4077537	O	Front tires: Bridgestone M870 315/80R22.5 20PR All Position	94
4210150	O	Rear Tires: Michelin X Works D 11R22.5 16PR	240
4900008	O	Rear Tire Quantity: 8	0
5042311	O	Front Wheel: Accuride 29039 22.5X9 steel Steel Armor[™] powder coat, hub-pilot mount. 10000lb. maximum rating. 5-hand holes.	70

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5242285	S	Rear Wheel: Accuride 50344 22.5x8.25 steel Steel Armor[™] powder coat, hub-pilot mount. Heavy-duty 5 hand-hole hub pilot mount. Code is priced per pair of wheels.	0
5853906	O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5900008	O	Rear Wheel/Rim Quantity: 8	0

Frame & Equipment

6056600	O	Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel 337in. to 416 in. Truck frame weight is 3.48 lb.-in. 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 Engineering will advise the dealer of the appropriate material specification for a substitute rail.	487
6141600	O	Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Steel 337 in. to 416 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. 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.	698
6302361	O	Bumper: Tapered polished aluminum channel. Requires a bumper setting code.	-6
6319485	S	48.5 in. Bumper setting. Requires a bumper code.	0
6321005	O	Removable Front Tow Hooks: 2.	15
6391202	O	Custom Frame Layout: two chassis CFL DEF: close as possible to fuel tank under the cab CFL F/T: far forward as possible CFL A/D: inside lh rail boc CFL A/T: inside frame flanges	0
6400636	O	Battery box cantilever aluminum BOC with fiberglass cover.	8
6409901	S	Battery box location: LH Side.	0
6451090	S	T470,C5, T6, T8 non-polished DPF/SCR or CNG cover diamond plate w/ step. For use w/ 2010 or later exhaust systems. For T8, use extended length non-polished battery box on opposite rail to match the length of under cab components. End plates will be painted standard black frame color.	0
6679828	O	Chassis too long for delivery in standard 3 way due to long cutoff. Dealer to review delivery options w/ transporter.	0
6721102	S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0
6722000	S	Rear mudflap shields: White plastic antisail w/	0

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Sales Code	Std/Opt	Description	Weight
		Kenworth logo.	
6742009	S	Square end-of-frame w/o crossmember; non-towing.	0
Fuel Tanks & Equip			
7210075	O	Fuel Tank: 75 US gallon 24.5in. aluminum under replace. Class 8 fuel tanks w/o locking caps include an anti-siphon device on the filler neck.	-11
7216045	O	Fuel Tank: 45 US gallon 24.5in. aluminum BOC add. 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.	92
7722153	S	Small round DEF tank, 14 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
7831008	O	6 in. wide lower fuel tank step, for one 22 in. or 24.5 in. tank LH.	2
7889203	S	DEF to fuel fill ratio 2:1 or greater.	0
7889245	S	Anti-siphon device in fuel tank filler neck. For any number of fuel tanks.	0
7889604	S	DEF tank location is LH.	0
7920075	O	Location: 75 gal fuel tank LH under cab	0
7930045	O	Location: 45 gal fuel tank RH behind cab	0
Cab & Equipment			
8025301	S	Cab: Stamped aluminum cab with panoramic curved glass windshield. Standard with stamped aluminum doors, heavy duty in-swinging hinges, and triple sealed doors. Manufactured using self-piercing rivets and structural adhesive. Includes LED exterior marker lights and turn signals.	0
8090604	O	Hood: T880 Standard Length With Mechanically Fastened Fenders. 122.6 inch BBC.	15
8108002	O	Fine particulate filter for cabin air HVAC system. To provide extra filtration in high dust applications. Cabin airflow is reduced with this additional filter. *Cannot be used with code 8108003.	0
8108011	S	Cab HVAC - Day Cab and 40in Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all	0

Sales Code	Std/Opt	Description	Weight
		operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	
8201047	S	Kenworth Smartwheel: 18 in. Non-Leather With Integrated Radio and Cruise Controls.	0
8201051	O	Column Mtd Retarder Control, RH Side Use with Manual & Allison Transmissions Only.	0
8201200	S	Adjustable telescoping tilt steering column.	0
8203060	O	5 sets of keys. Replaces standard 2 sets of keys.	0
8208495	O	Two spare switches: Wired to power.	0
8220106	O	Gauge: Dash mounted air filter restriction gauge.	0
8221137	O	Gauge: Trailer air application gauge.	0
8221139	O	Gauge: Additional dash mounted air pressure gauge Includes piping to BOC/BOS.	0
8221160	O	Gauge: Engine Oil Temperature Gauge With Integral warning light. The NavPlus HD unit includes a virtual engine oil temperature gauge.	0
8222404	S	Gauge: DD Virtual Gauge - Oil Temp Engine	0
8222413	S	Gauge: DD Virtual Gauge - Manifold Pressure Boost	0
8222414	S	Gauge: DD Virtual Gauge - Engine Percent Torque	0
8222712	O	Gauge: Fuel filter restriction gauge.	0
8282027	S	Main Instrument Package: 15" Digital Display. Includes Speedometer, Tachometer, Primary Air Pressure, Secondary Air Pressure, Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Oil Pressure, Coolant Temp, OAT and Voltmeter, and Air Application.	0
8282108	O	Modular Dash Options: RH Dash storage unit with two shelves. Reduces total gauge count; HD by 6 and MD by 4.	0
8282120	O	USB Charging Port - Dash Panel *Requires 15" Digital Display 8282027/8282028	0
8291011	O	Warning Light and Audible: Drivers Side Seatbelt A telltale and audible warning activates when vehicle speed > 10 mph and driver side seatbelt is not buckled.	0
8300008	S	Interior color: Slate Gray	0
8330102	S	Interior package: Vantage daycab Includes durable headliner and vinyl sidewalls with geometric patterned trim and anodized aluminum accents throughout. Convenient overhead storage cubbies, full size glove box, two center console cupholders, and large door pad map pocket. Standard LH/RH power windows, electric	0

Sales Code	Std/Opt	Description	Weight
		door locks, interior LED lighting, nighttime-friendly red ambient lighting for dash and footwell, and door mounted courtesy light. Includes two standard 12V power outlets. Driver sunvisor includes strap.	
8390634	S	Rubber floormat	0
8410200	O	Driver Seat: GT701 HB with Vinyl material. The GT701 is standard with a single air bag, scissor linkage seat suspension. It includes a single chamber lumbar support, 10in Fore/Aft adjustment, 7in Up/Down adjustment, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. DR seat standard w/ dual armrests.	0
8460200	O	Rider Seat: GT701 HB with Vinyl material. The GT701 is standard with a single air bag, scissor linkage seat suspension. It includes a single chamber lumbar support, 10in Fore/Aft adjustment, 7in Up/Down adjustment, 2.5in pan extension, 51 degree seat back recline, and 16 degree full seat tilt. Includes 3-point matching seat belts. RD seat standard w/ LH armrest.	34
8490181	S	Seat Color: Black	0
8496559	O	Driver and Rider Seat Belts: Orange Seat Belts. Replacing standard color.	0
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	0
8698974	S	Base Level Audio System - Daycab:High Performance Door Speakers.	0
8699926	O	CB installation kit: Center mounted of header. 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.	2
8700197	S	Turn Signal: Non-Self Cancelling	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0
8700663	S	Kenworth TruckTech+ 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.	0
8800380	O	Grabhandle: LH & RH SOC Non-Slip Ergonomic Grab Handles Mounted To The Left Hand and Right Hand Exterior Of The Cab For Entry and Exit. NFPA Compliant.	6
8800402	S	Dual Cab Interior Grabhandles: A Pillar Mounted Dash Wrap and B Pillar Mounted Grabhandles	0
8832113	S	Kenworth Daylite Door with standard LH/RH electric door locks and LH/RH electric window controls.	0
8841411	S	Single air horn under cab.	0

Sales Code	Std/ Opt	Description	Weight
8850139	S	Look-Down, Pass. Door, Black 11x6	0
8865002	S	Aero Mirror: Dual Kenworth Aerodynamic Motorized heated mirrors, 7in X 13in with cab color mirror shell and black mirror arms. Also includes LH/RH heated 6in X 7in convex mirrors. Mirror brackets set for 8-1/2 ft load width. Mirror controls located on driver side door pad.	0
8871447	O	Rear cab stationary window with dark tint 19in x 36in.	0
8890038	O	3.5in x 11.5in Plastic Records Holder:Mounted On Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	0
8890101	S	One-piece bonded-in windshield with curved glass. Standard.	0
8890349	S	Wheelwell Fender Extension: 2.5 Inches	0
8890876	S	Kenworth Cab/Sleeper Air Suspension.	0
8891013	O	Extreme Temperature Insulation: Daycab Additional cab side wall insulation with improved material properties over standard insulation package.	0
Lights & Instruments			
9010553	S	Headlamps: SAE Dual Halogen Complex Reflector	0
9022137	S	Marker Lights: Five, rectangular, LED	0
9030016	S	Turn Signal Lights: Flush mounted LED. Mounted at top of fender wheel arc.	0
9030052	S	LED Stop,Turn,Tail: With Two LED Backup Lights and With An LED License Plate.	0
9090000	O	Daytime Running Lamps.	0
9090039	S	Marker Lights: Interrupter Switch. Included in Turn Signal For All Models Except T3. The T3 Switch Is In The Dash.	0
9090052	O	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
9090115	O	Reflectors: Two Midframe	0
9090126	O	Electric Backup Alarm: Meets SAE J994 & OSHA requirements.	4
9090849	O	Polyswitches replacing fuses. Switch will automatically reset after removal of excess load.	0
Air Equipment			
9101218	S	Air Dryer: Bendix AD-HF Puraguard Heated	0
9108001	S	Moisture ejection valve w/ pull cable drain.	0

Sales Code	Std/Opt	Description	Weight
9140020	S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0
9140252	O	Locate air dryer inside LH rail BOC. This code requires the use of a custom frame layout code.	0
9140289	O	Air tanks: mounted inside frame flanges where possible. This code requires the use of a custom frame layout code.	0
Extended Warranty			
9200021	S	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0
9201828	O	EW: US Basic Vehicle 5 year/100,000 miles, United States only.	0
9212611	O	24 Month TruckTech+ Subscription for Cummins Engines	0
9220001	O	Base Warranty: Emissions 5YR/100K MI - EPA Engine (Does not include CARB Clean Idle sticker)	0
Miscellaneous			
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
9490003	O	Additional lead time required for off highway & /or specialty component truck.	0
9490206	O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
9490417	O	One 5 lb. dry chemical type fire extinguisher mounted inboard of driver seat. Class ABC.	11
9491659	S	VMUX Architecture	0
Promotions			
Paint			
9700000	O	Paint color number(s). N9702 A - L0006 WHITE N9720 FRAME N0001 BLACK	0
9943004	O	Bumper Unpainted	0
9943048	O	Day Cab Bulk Paint	0
9943050	O	Day Cab Standard Paint	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
9965510	S	Base coat/clear coat.	0



<i>Sales Code</i>	<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
		The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	

Order Comments



Total Weight

18,900

Prices and Specifications Subject to Change Without Notice.

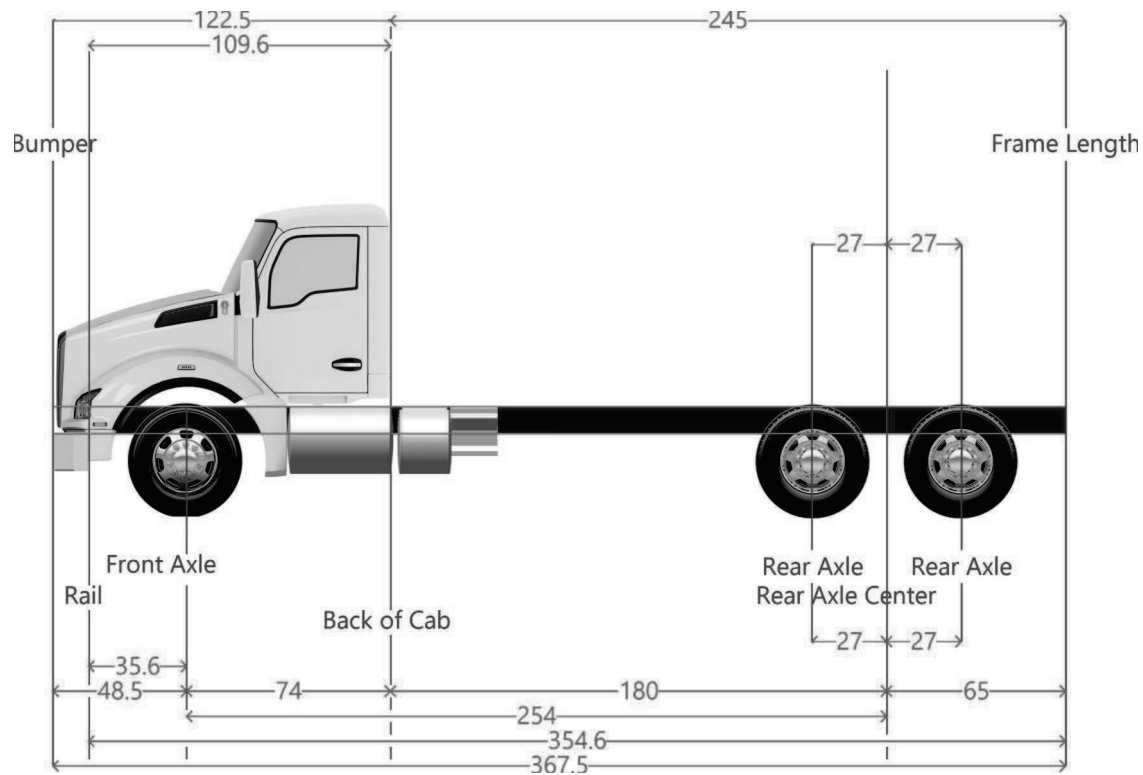
Unpublished options may require review/approval.

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

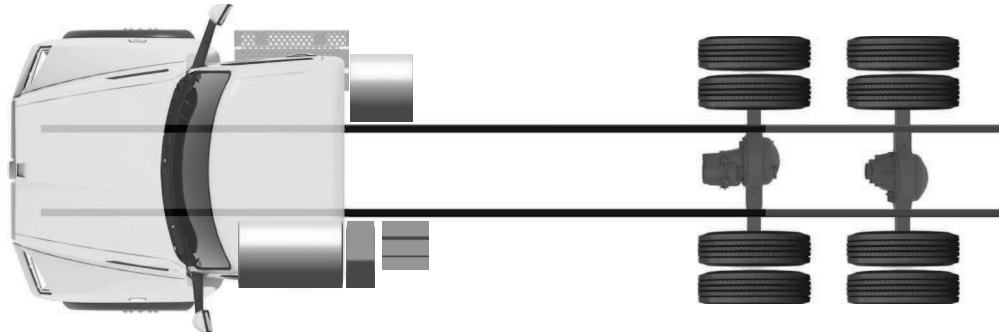
HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	227	281
Bumper to Back of Cab	122.5	-48.5	74
Bumper to Front Axle	48.5	-48.5	0
Bumper to Front Frame	12.9	-48.5	-35.6
Cab to End of Frame	245.0	74	319
Cab to Rear Axle	180.0	74	254
Effective Bumper to Back Of Cab	122.5	-48.5	74
Frame Length	354.6	-35.6	319

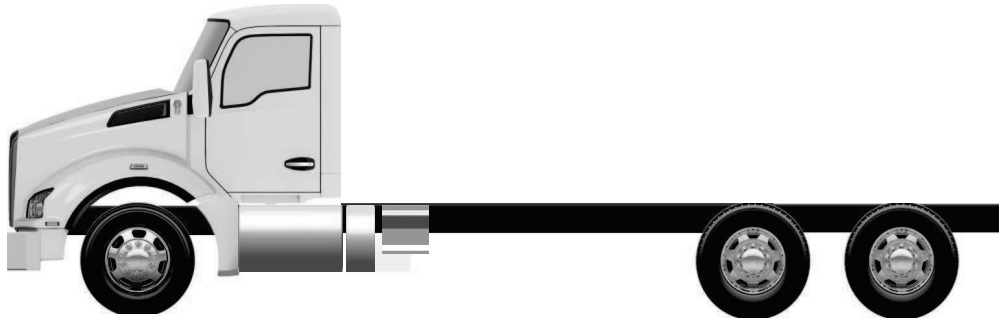
Front Axle to Back of Cab	74.0	0	74
Front of Frame to Axle	35.6	-35.6	0
Load Space	245.0	74	319
Overall Length	367.5	-48.5	319
Overhang	65.0	254	319
Pusher Offset #1	27.0	227	254
Pusher Offset #2	27.0	227	254
Pusher Offset #3	27.0	227	254
Tag Offset	27.0	254	281
Wheelbase	254	0	254

Dtpo: Truck Model: T880 Customer: TEXAS A&M FOREST SERVICE



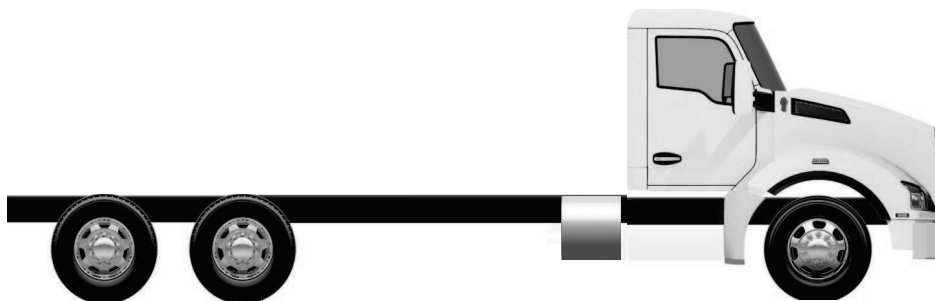
Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured.

Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.



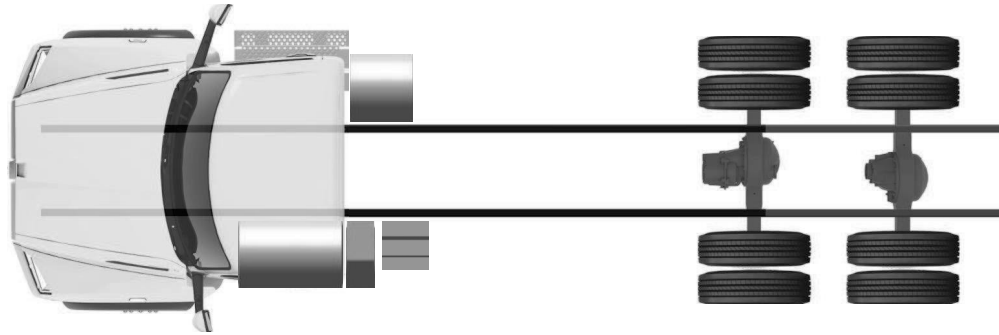
Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured.

Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.



Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured.

Dtpo: Truck Model: T880 Customer: TEXAS A&M FOREST SERVICE



Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured.

Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.



Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured.

Additional changes may be made to the layout by Kenworth. Add a Custom Frame Layout code if an exact layout is required.



Note: Optional content may be displayed. The order has not yet received an engineering review. The actual arrangement of components may not be exactly as pictured.

SPEED & GRADE PERFORMANCE REPORTS

Cruise Report (Engine Fan Off)

Configuration:	T880 Series Conventional / FULL TRUCK GCW: 66000
Quote/DTPO/CO:	QUO-915615-F2B8V4
Engine:	0130328 X15 500EV 512@1500 1850@950
Transmission:	2058446 Transmission: Fuller RTLO18913A 13-speed
Rear Axle:	3144182 Dual Dana Spicer D46-172H rear axle rated at 46K.
Rear Tire:	4210150 Rear Tires: Michelin X Works D 11R22.5 16PR Revs/Mile: 491
Operating Conditions:	0% Rolling Resistance

Startability	
Transmission Ratio	Maximum Starting Grade
12.31	36.14
8.64	25.37

Engine RPM:	700	800	900	1000	1100	1150	1200	1300	1400	1500	1600	1700	1800	1900	2000
Gross Torque:	1020	1220	1650	1850	1850	1850	1850	1850	1850	1793	1681	1582	1494	1393	1230
Net Torque:	910	1101	1505	1694	1696	1697	1698	1700	1701	1650	1547	1455	1374	1281	1130
Net HP:	121	168	258	322	355	372	388	421	454	471	471	471	471	464	430

Gear Ratios: TRN (1): 12.31 RAX (1): 3.42															
Speed (MPH):	2.0	2.3	2.6	2.9	3.2	3.3	3.5	3.8	4.1	4.4	4.6	4.9	5.2	5.5	5.8
Grade (%):	35.2	44.1	66.5	79.9	80.1	80.2	80.3	80.4	80.5	76.5	69.3	63.4	58.5	53.3	45.5
Gear Ratios: TRN (2): 8.64 RAX (1): 3.42															
Speed (MPH):	2.9	3.3	3.7	4.1	4.5	4.8	5.0	5.4	5.8	6.2	6.6	7.0	7.4	7.9	8.3
Grade (%):	23.8	29.3	41.9	48.4	48.5	48.6	48.6	48.7	48.7	46.9	43.3	40.3	37.7	34.7	30.1
Gear Ratios: TRN (3): 6.11 RAX (1): 3.42															
Speed (MPH):	4.1	4.7	5.3	5.8	6.4	6.7	7.0	7.6	8.2	8.8	9.4	9.9	10.5	11.1	11.7
Grade (%):	16.3	20.1	28.2	32.2	32.2	32.2	32.3	32.3	32.3	31.2	29.0	27.1	25.5	23.6	20.6
Gear Ratios: TRN (4): 4.43 RAX (1): 3.42															

Speed (MPH):	5.6	6.5	7.3	8.1	8.9	9.3	9.7	10.5	11.3	12.1	12.9	13.7	14.5	15.3	16.1
Grade (%):	11.6	14.2	19.8	22.5	22.6	22.6	22.6	22.6	22.6	21.9	20.4	19.1	18.0	16.6	14.5
Gear Ratios: TRN (5): 3.23 RAX (1): 3.42															
Speed (MPH):	7.7	8.8	10.0	11.1	12.2	12.7	13.3	14.4	15.5	16.6	17.7	18.8	19.9	21.0	22.1
Grade (%):	8.2	10.1	14.1	16.0	16.0	16.1	16.1	16.1	16.1	15.5	14.5	13.5	12.7	11.8	10.3
Gear Ratios: TRN (6): 2.29 RAX (1): 3.42															
Speed (MPH):	10.9	12.5	14.0	15.6	17.2	17.9	18.7	20.3	21.8	23.4	25.0	26.5	28.1	29.6	31.2
Grade (%):	5.6	6.9	9.7	11.0	11.0	11.0	11.0	11.0	11.0	10.6	9.9	9.2	8.6	7.9	6.9
Gear Ratios: TRN (7): 1.95 RAX (1): 3.42															
Speed (MPH):	12.8	14.7	16.5	18.3	20.2	21.1	22.0	23.8	25.7	27.5	29.3	31.1	33.0	34.8	36.6
Grade (%):	4.6	5.7	8.1	9.2	9.2	9.2	9.2	9.2	9.2	8.8	8.2	7.6	7.1	6.5	5.6
Gear Ratios: TRN (8): 1.62 RAX (1): 3.42															
Speed (MPH):	15.4	17.6	19.9	22.1	24.3	25.4	26.5	28.7	30.9	33.1	35.3	37.5	39.7	41.9	44.1
Grade (%):	3.7	4.6	6.6	7.5	7.5	7.4	7.4	7.4	7.4	7.1	6.5	6.0	5.6	5.1	4.3
Gear Ratios: TRN (9): 1.38 RAX (1): 3.42															
Speed (MPH):	18.1	20.7	23.3	25.9	28.5	29.8	31.1	33.7	36.2	38.8	41.4	44.0	46.6	49.2	51.8
Grade (%):	3.0	3.8	5.4	6.2	6.2	6.1	6.1	6.1	6.0	5.7	5.2	4.8	4.4	3.9	3.2
Gear Ratios: TRN (10): 1.17 RAX (1): 3.42															
Speed (MPH):	21.4	24.4	27.5	30.5	33.6	35.1	36.6	39.7	42.8	45.8	48.9	51.9	55.0	58.0	61.1
Grade (%):	2.4	3.0	4.4	5.0	5.0	4.9	4.9	4.8	4.8	4.5	4.1	3.6	3.3	2.8	2.2
Gear Ratios: TRN (11): 1 RAX (1): 3.42															
Speed (MPH):	25.0	28.6	32.2	35.7	39.3	41.1	42.9	46.5	50.0	53.6	57.2	60.7	64.3	67.9	71.5
Grade (%):	1.9	2.4	3.5	4.0	4.0	3.9	3.9	3.8	3.7	3.4	3.0	2.6	2.2	1.8	1.2
Gear Ratios: TRN (12): 0.856 RAX (1): 3.42															
Speed (MPH):	29.2	33.4	37.6	41.7	45.9	48.0	50.1	54.3	58.4	62.6	66.8	71.0	75.1	79.3	83.5
Grade (%):	1.4	1.8	2.8	3.2	3.1	3.0	2.9	2.8	2.7	2.4	2.0	1.5	1.1	0.7	0.1
Gear Ratios: TRN (13): 0.73 RAX (1): 3.42															
Speed (MPH):	34.3	39.2	44.1	48.9	53.8	56.3	58.7	63.6	68.5	73.4	78.3	83.2	88.1	93.0	97.9
Grade (%):	1.0	1.3	2.0	2.3	2.2	2.1	2.0	1.8	1.6	1.3	0.9	0.4	0.0	-0.5	-1.1

Engine RPM:	700	800	900	1000	1100	1150	1200	1300	1400	1500	1600	1700	1800	1900	2000
Gross Torque:	1020	1220	1650	1850	1850	1850	1850	1850	1850	1793	1681	1582	1494	1393	1230
Net Torque:	910	1101	1505	1694	1696	1697	1698	1700	1701	1650	1547	1455	1374	1281	1130
Net HP:	121	168	258	322	355	372	388	421	454	471	471	471	471	464	430

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 2161.253(a)(1), *Texas Government Code*.

15. REHAB ACT, VEVRAA, 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.