VENDOR

PO BOX 60662

MIDLAND, TX 79711-0662

PURCHASE ORDER TEXAS A&M FOREST SERVICE

Order Date 01/02/2023

01

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

58-7380, FAX 979-458-7386

Purchase Order	(Include this number on all correspondence and packages)	VENDOR GUARANTEES	INVOICE TO:
P300238	Conception and Paringers)	MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.	TEXAS A&M FOREST SERVICE FRPASSOCIATE DIRECTOR 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424
VENDOR		ALL TERMS AND CONDITIONS SET	
17427652260)	FORTH IN OUR BID	SHIP TO:
LINDDEN DOLLE	ER & MACHINERY INC	INVITATION BECOME	

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.	

MERKEL OFFICE

1610 N 1ST STREET MERKEL TX 79536

tem	Description	Quantity	UOM	Unit Price	Ext Price
-	USER REF: 000000-TM	1	LOT	201 597 590	291,587.5
1	Quantity One (1) CAT D3 Dozer at 291587.58/ea - Per Quote #309450-01	I	TOI	291,587.580 TOTAL	291,587.5
	**** NET 30 ****			IUIAL	291,507.5
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	REFERENCE BUYBOARD CONTRACT # 685-22 PRICING, TERMS AND CONDITIONS. VENDOR'S PROPOSAL AND AGENCY TERMS AND				
	CONDITONS ARE ATTACHED. VENDOR QUOTE # 309450-01 IS ATTACHED				
	VENDOR QUOTE: 309450-01 VENDOR REF: MATTHEW.KROCKA@HOLTCAT.COM PHONE: 512-415-6946				
EC					

FOB: DESTINATION FRT INCLUDED

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if 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.

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 tanglish 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 Slate of Texas. The Terms and Conditions of the State of Texas shall prevail.

THIS OBDER IS NOT VALIDUMLESS BIGNED BY THE PURCHASING AGENT PURCHASING AGENT FOR

IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE

Terms:

DEPARTMENT RECEIVING ROOM BY

TEXAS A&M FOREST SERVICE



TEXAS A & M FOREST SERVICE 200 TECHNOLOGY WAY STE 1162 COLLEGE STATION, TEXAS 77845 DATE: Oct 21, 2022 QUOTE #:309450-01

Matt Krocka Government Sales Account Manager Holt CAT – Austin matthew.krocka@holtcat.com 210.213.9990

One (1) New Caterpillar Inc Model: D3 Track Type Tractors with all standard equipment in addition to the additional specifications listed below:

SALE PRICE	\$291,587.58
EXT WARRANTY	Included
TOTAL PRICE	\$291,587.58
TOTAL PURCHASE PRICE	\$291,587.58

Quote per BuyBoard Contract #685-22

WARRANTY

Standard Warranty:	12 Month/Unlimited Hours Total Machine
Extended Warranty:	D3 (D5K)-60 MO/5000 HR PREMIER

DATE: Oct 21, 2022QUOTE #:Quote 309450-01

MACHINE SPECIFICATIONS

DESCRIPTION	REF.#
D3 12A TRACTOR CFG33	590-8422
1600MM(65'') gauge	
NOTE: FIREPLOW TRACTOR	
LANE 3 ORDER	0P-9003
ENGINE, CAT C3.6, FIRE TR, HHP	572-5119
AIR CLEANER W/PRECLEANER	550-6018
UNDERCARRIAGE, SALT	397-4328
TRACK, 20", MS, SALT	286-4305
HYD, 5 VALVE, WINCH, FS	596-6737
CONTROL, PITCH, FIRE TRACTOR	590-8712

DESCRIPTION	REF.#
LIGHTS, 6, LED	508-3301
CAB, ROPS, HEATER AND A/C	590-8701
SEAT, CLOTH	559-5727
SOUND SUPPRESSION, FAST PINS	558-8553
PROD LINK, PLE643/PLE743 RADIO	551-2972
PREM DISPLAY W/CAMERA, NON-ARO	558-8569
GRILL, RADIATOR, HD, HINGED	550-6040
GUARD GP, REAR	397-4288
GUARD, BELLY	557-1345
GUARD, BELLY, HINGED	592-4500
FAN, REVERSING, SHEATHED	558-8609
DRAWBAR, STANDARD	244-7433
NO FRONT COUNTERWEIGHT	244-7503
INES ARRANGEMENT, SHEATHED	590-8728
BLADE, 109", D3, FORESTRY	397-4282
SERIALIZED TECHNICAL MEDIA KIT	421-8926
NSTRUCTIONS, ANSI	558-8582
TANDARD RADIO (12V)	551-2980
WEEPS, FRONT	397-4341
WEEPS, REAR	397-4342
CREEN, REAR, CAB	393-4250
CREEN, HINGED	597-2033
SUARD, TRACK ROLLER, FULL, SALT	397-4345
EATER, ENGINE COOLANT (120V)	552-3246
ILTER, CAB	484-1266
VRAP, A/T	595-1525
GUARD GP, REAR	518-1005
HIPPING/STORAGE PROTECTION	0P-2266
ACKING, GUARD, REAR	0P-3924
ACKING, SCREEN	0P-3921
ACKING, SWEEPS	0P-3925
ACKING, HD HINGED GRILL	0P-7291
ACKING, REVERSING FAN	0P-7292
ACKING, PRE-CLEANER	0P-7293
ACKING, HINGED SCREENS	0P-7416

STANDARD EQUIPMENT

POWERTRAIN

Caterpillar C3.6 diesel engine Turbocharged-aftercooled (TA) Aluminum bar plate cooling system (radiator, powertrain) Radial air cleaner with precleaner, automatic dust ejection and under-hood

UNDERCARRIAGE

Salt undercarriage (40 - section) 7 roller track frame Track rollers, lifetime lubricated

HYDRAULICS

3 valve hydraulics Single lever, three function control

ELECTRICAL

Alternator,150 amp,heavy duty Alarm, backup Horn, electric 6 work light package

OPERATOR ENVIRONMENT

ROPS/FOPS canopy Seat,air suspended, cloth or vinyl Seatbelt, hi-vis retractable 76mm(3") Seatbelt buckling indicator/reminder on monitor Foot pads, dash

FLUIDS

Antifreeze, extended life coolant (-37C)

OTHER STANDARD EQUIPMENT

C-frame, variable pitch link Hydraulic cylinders and lines Engine enclosures intake Dual path, closed-loop, hydrostatic transmission Electric fuel pump Fuel/water separator Automatic traction control

Carrier rollers Track adjusters, hydraulic Guards, front/rear guiding

Hydraulic pump and oil Stable blade control

Batteries, heavy duty , maintenance free, 1000 CCA. Diagnostic connector Starter electric 12V heavy duty

Electronic monitoring system with gauge for: -Engine coolant temperature -Hydraulic oil temperature -Fuel level

HYDO-advanced hydraulic oil (10W)

implement oil, and engine coolant) Scheduled oil sampling ports (engine, powertrain implement oil)

Page 3

Front pull device Rigid drawbar Ecology drains (engine, powertrain and

OPERATOR ENVIRONMENT

Floor mat, rubber, heavy duty Cup holders Storage compartment Coat hook Powerport, 12 volt Speed recall settings Independent forward/reverse speed braking functions Single pedal combining deceleration and Mirror, rearview, inside Armrests, adjustable Vandalism protection Heavy duty crankcase guard Heavy duty front grill

adjustment Controls, seat mounted, fore/aft Eco mode Throttle switch, rotary Water-in-fuel indicator, electronic Electronic security system Engine air cleaner service indicator Hour meter, electronic Engine RPM and gear display Travel speed limiter, electronic -Chassis slope indication -Diesel exhaust fluid (DEF)

Cavanaugh, Charles

From: Sent: To: Subject: Attachments: Smith, Terry Monday, January 2, 2023 8:37 AM Cavanaugh, Charles Buyboard Dozer quote CAT D3 Fire Dozer - Sales Quote.pdf

If Buyboard has certified that the attached quote is compliant with the referenced contract, please prepare the PO and I will sign it.



Terry Smith Purchasing Department Head Texas A&M Forest Service 200 Technology Way, Suite 1151 College Station, TX 77845 P: 979-458-7381

Cavanaugh, Charles

From: Sent: To: Subject: Steve Fisher < Steve.Fisher@tasb.org> Thursday, December 22, 2022 1:46 PM Cavanaugh, Charles [External] RE: Buyboard Contract 685-22 Contract Pricing Question

Charles, The information provided by Warren Cat is compliant with RFP 685-22.

Any questions, let me know. Thanks

Happy Holidays



Steve Fisher Division Director Cooperative Purchasing 512.467.0222x 7153 • 800.695.2919 buyboard.com

From: Cavanaugh, Charles <<u>Charles.Cavanaugh@tfs.tamu.edu</u>> Sent: Thursday, December 22, 2022 11:51 AM To: BuyBoard Info <<u>Info@buyboard.com</u>> Subject: Buyboard Contract 685-22 Contract Pricing Question

Howdy,

I have a quick question about the attached quote. Is it in accordance with the current pricing for Contract 685-22?

Thank you,

Charles Cavanaugh, CTCD

Buyer 200 Technology Way, Suite 1151 College Station, TX 77845 Phone: 979-458-7383 Fax: 979-458-7386



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

REQUIREMENTS OF AWARDED BID

- Vendor must comply with all rules, regulations and 1.1 statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- Vendor must have price per unit shown. Unit prices shall 1.2 govern in the event of extension errors.
- Awarded bid was submitted to the Texas A&M Forest 13 Service (TFS) on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids were not considered under any Person signing bid must have the circumstances. authority to bind the firm in a contract.
- Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the order. 1.5
- 1.6 Bid prices are to be firm for TFS acceptance for 60 days from opening date. Cash discounts offered will be taken if earned.
- Bid cannot be altered or amended after opening time. Any 1.7 alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
- Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be 1.8 furnished by TFS upon request. TFS reserves the right to accept or reject all or any part of
- 1.9 any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.
- Late, illegible, incomplete, or otherwise non-responsive 1.10 bids will not be considered.
- SPECIFICATIONS 2.1 Vendor shall furnish items as specified by model or catalogue numbers, brand names or manufacture referenced on the purchase order.
- Unless otherwise specified, items shall be new and 22 unused and of current production.
- All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing 2.3 from UL, FMRC or NEMA.
- TFS will not be bound by any oral statement or representation contrary to the written specifications of this 2.4
- purchase order. Manufacturer's standard warranty shall apply unless 25 otherwise stated in the IFB.
- TIE BIDS 3. Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).
- DELIVERY Delivery shall be within the quoted number of days required to place material in receiving agency's 4.1 Delivery designated location under normal conditions. days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may ceuse bid to be disregarded. If delay is foreseen, vendor shall give written notice to
- 4.2 TFS. Vendor must keep TFS edvised 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.
- No substitutions permitted without TFS written approval. Delivery shall be made during normal working hours only,
- 44 unless prior approval has been obtained from TFS.
- Each shipment must be accompanied by a packing slip 45 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
 - PECTION 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 legel actions must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the contractor. To obtain release on Force Majure, the vendor must file a written request to the TFS.

PAYMENT

- Vendor shall submit one (1) copy of an itemized invoice referencing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.
- PATENTS OR COPYRIGHTS 8.
- Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights. VENDOR ASSIGNMENTS 9.
- Vendor hereby assigns to TFS eny and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date.
- BIDDER AFFIRMATION 10.
- Signing a bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
- The bidder has not given, offered to give, nor intends to give at any time hereafter any economic 10.1 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.
- Neither the bidder nor the firm, corporation, partnership or 10.3 institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- Pursuant to Section 2155.004(a) Government Code the 10.4 bidder has not received compensation for participation in the preparation of the specification for this IFB.
- Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business 10.5 entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Pursuant to Section 2155.004(b) Government Code the
- 10.6 bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated
- and/or payment withheld if this certification is inaccurate. The Contractor shall defend, indemnify, and hold 10.7 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.
- Bidder agrees that any payment due under this contract 10.8 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.
- Bidder certifies that they are in compliance with section 10.9 669,003 of the Government Code, relating to contracting with executive head of a State agency. If section 669,003 applies, bidder will complete the following information in order for the bid to be evaluated: Name of Former Executive:

Name of State Agency:

Date of Separation from State Agency:

Position with Bidder: Date of Employment with Bidder:

- 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
- 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. BUSINESS OWNERSHIP 11.
 - 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 quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award. NOTE TO BIDDER

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

ALTERNATIVE DISPUTE RESOLUTION 13.

12.

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 Ramedies Code. Neithar 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.

PUBLIC DISCLOSURE

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

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

Texas A&M Forest Service has a right of access. (c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

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.

14.

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

- 16. <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.
- 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. <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.
- 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.

20.