

VENDOR

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date
10/31/2023

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)
P400171	

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

VENDOR
17413899934 BD HOLT CO DBA HOLT CAT 9601 SOUTH IH 35 AUSTIN, TX 78744

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

INVOICE TO:

TEXAS A&M FOREST SERVICE
LA GRANGE OFFICE
PO DRAWER G
LA GRANGE TX 78945

SHIP TO:

TEXAS A&M FOREST SERVICE
LA GRANGE OFFICE
PO DRAWER G
LA GRANGE TX 78945

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	USER REF: 000000-WRJ KIDNEY LOOP POWERTRAIN TRANSMISSION REPAIR SMITHVILLE TASK FORCE D6 DOZER ASSET#23874 SERIAL# MLW00166. ***** NET 30 ***** NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT. EXEMPTION: INDETERMINANT INTERNAL REPAIRS ALL REPLACEMENT PARTS USED IN THE REPAIRS ARE TO BE NEW OR REFURBISHED. BY ACCEPTANCE OF THIS PURCHASE ORDER VENDOR AGREES TO ALL TERMS AND CONDITIONS (AS APPLICABLE) LISTED ON ATTACHED "TEXAS A&M FOREST SERVICE PURCHASE ORDER--ATTACHMENT A". EXEMPT INTERNAL REPAIRS ON DOZER ASSET#23874. AGENCY TERMS AND CONDITIONS APPLY. VENDOR QUOTE: WIM6004334 VENDOR REF: HOLD CAT PHONE: 512-565-9267	1	LOT	17,387.230	17,387.23
	TOTAL				17,387.23

RTL

Texas A&M Forest Service cannot accept freight shipments.

FOB: NOT SPECIFIED

Terms:

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

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

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

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

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

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE



P.O. BOX 207916
San Antonio, TX 78220-7916

Bill To:

TEXAS A&M FOREST SERVICE
MCGREGOR
6521 BLUEBONNET PKWY
MCGREGOR TX 766657

Ship To:

SERVICE INVOICE

INVOICE NUMBER: WIM60043334
Invoice Date: 10/30/23
Total Due **\$17,387.23**

Due Date	Payment Terms Below
Make	AA
Model	D6N SPEC
Serial #	*CAT00D6NMLW00166*
Machine #	
Machine ID	HCT008393
Meter Reading	3145.0
Work Order #	M617736

TO VIEW ONLINE GO TO:
USING THIS TOKEN:

<https://holtcat.billtrust.com>
Use Invoice Number

PLEASE REMIT TO:
HOLT CAT
P.O. BOX 650345
DALLAS, TX 75265-0345

For questions regarding your invoice-Call your rep or our Service Manager at 210-648-1111

Customer #	Customer PO #	Doc Date	Sales Representative	Division	Store	Account Status
1172102		08/17/23	659	G	M6	2

INVOICE SUMMARY

SEG	DESCRIPTION	PARTS	LABOR	MISC	F/R ALL	ADJ	TOTAL
01	CLEAN AND INSPECT MACHINE	207.26	1580.00				1787.26
02	REMOVE AND INSTALL WINCH		1303.50				1303.50
03	REMOVE AND INSTALL TRANSMISSION	590.94	5061.50	1817.47			7469.91
34	DISASSEMBLE\INSP\ESTIMATE TRANSMISSION	2967.57	3679.50	179.49			6826.56
TOTAL		3765.77	11624.50	1996.96	0.00	0.00	17387.23

Fuel service charges do not include Texas State motor fuel taxes. * - NOT RETURNABLE

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INVOICE DETAIL

Quantity	Item	Description	Unit Price / Rate	Extension
CLEAN AND INSPECT MACHINE				
REPAIR PROCESS COMMENTS:				
REMOVED BELLY PAN AND WASHED MACHINE. TOOK TO SHOP				
HOOKED UP GAUGES TO CHECK PRESSURES. FOWARD AND				
REVERSE GEAR WERE LOW 20PSI ON FOWARD & 28PSI ON				
REVERSE. 1ST 2ND & 3RD WERE WELL INTO RANGE.				
CHANGED FILTER AND CHECKED PRESSURES AGAIN THEY				
WERE THE SAME. MOVED FOWARD SHIFT SOLENOID TO 1ST				
& REVERSE TO 2ND TO SEE IF THAT WOULD CHANGE THE				
PRESSURES. PRESSURES STAYED THE SAME,				
2	328-3655	ELEMENT AS	S 103.63	207.26
		TOTAL PARTS	SEG. 01	207.26 *
		TOTAL LABOR	SEG. 01	1580.00 *
		SEGMENT 01 TOTAL		1787.26 T
REMOVE AND INSTALL WINCH				
REPAIR PROCESS COMMENTS:				
REMOVED WENCH & ORDERED NEW ORINGS.				
INSTALLED WENCH WITH NEW ORINGS TIGHTENED BOLTS TO				
600 FT.LBS. PLUGGED HARNESES BACK INTO DOZER &				
ZIP TIED EXCESS WIRING UP.				
		TOTAL LABOR	SEG. 02	1303.50 *
		SEGMENT 02 TOTAL		1303.50 T
REMOVE AND INSTALL TRANSMISSION				
REPAIR PROCESS COMMENTS:				
REMOVED AXLES. REMOVED TRANSMISSION & TOOK TO				
COMPONETS FOR REPAIR.				
CLEANED TRANSMISSION HOUSING WITH BRAKE CLEAN AND				
TOWELS THEN COVERED OPENINGS WITH FOIL TAPE TO				
KEEP CLEAN UNTIL THE TRANSMISSION GOT BACK FROM				
COMPONETS.				
INSTALLED TRANSMISSION TIGHTENEF BOLTS TO 85FT.LBS				
INSTALLED YOKE AND DRIVESHAFT & TIGHTENED BOLTS				

CONT'D

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Quantity	Item	Description		Unit Price / Rate	Extension
TO 50 FT.LBS. WHILE UNDER THE MACHINE I NOTICED THE GREASE LINE FOR THE E BAR WAS RUSTED IN TWO. REPLACED GREASE HOSE AND GREASED E BAR TO BE SURE IT TOOK GREASE. PLUGGED IN HANESS & ZIP TIED EXCESS WIRING UP. CHANGED TRANS.FILTER AND FILLED TRANS, WITH 30 WT. OIL. INSTALLED AXLES AND FILLED FINALS WITH 50 WT.OIL . STARTED & LET IDLE FOR 5 MINUTES THE TRANS FILTER BYOASS LIGHT WAS STILL ON SO I CHECKED SENSOR WITH MULTI METER , SWITCH WAS BAD. I ORDERED SWITCH & ORING AND INSTALLED. STAETED & BYPASS CODE AND LIGHT WENT OUT. THEN RECHECKED OIL LEVELS. FILLED HYD. TANK WITH 10 WT. OI. DID FILL CALIBRATION AND RAN FOR ABOUT AN HOUR FOWARD AND REVERSE THROUGH EVERY GEAR. RAN & SHIFTED AS IT SHOULD NO LEAKS PUT BELLY PAN ON & PUT OUTSIDE FOR CRAIG TO DO FINAL INSPECTION.					
2	1H-8128	SEAL-O-RING	S	8.20	16.40
1	2S-4078	SEAL	S	4.39	4.39
1	6F-0711	RING	S	4.33	4.33
1	7M-0475	RING	S	22.34	22.34
1	8H-9818	GASKET	S	3.95	3.95
2	8M-5254	SEAL O RIN	S	6.99	13.98
3	8S-5654	SEAL O RING	N	15.98	47.94
8	8T-4182	BOLT	S	2.30	18.40
1	106-8187	PLUG	S	34.71	34.71
1	169-8373	BOTTLE GP	S	4.31	4.31
1	173-3660	HOSE AS	N	46.98	46.98
1	328-3655	ELEMENT AS	S	103.63	103.63
1	334-2679	SPRING	S	23.74	23.74
1	334-2680	SPRING	N	18.35	18.35

CONT'D

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Quantity	Item	Description		Unit Price / Rate	Extension
1	366-0351	GASKET	N	22.65	22.65
1	391-7125	SWITCH GP	S	188.84	188.84
1	001501QR	INT SHOP SOS KIT	S	16.00	16.00
		TOTAL PARTS	SEG. 03		590.94 *
		TOTAL LABOR	SEG. 03		5061.50 *
83.60		GAL TO4 30W OIL			1817.46
		TOTAL MISC CHGS	SEG. 03		1817.46 *
		SEGMENT 03 TOTAL			7469.91 T

DISASSEMBLE\\INSP\\ESTIMATE TRANSMISSION

CUSTOMER COMPLAINT:

REPAIR TRANSMISSION

RESULTANT DAMAGE:

DAMAGE BEARING CAGE, SEALS, BENT BOLTS

REPAIR PROCESS COMMENTS:

RECEIVED TRANSMISSION, POWER WASHED TO REMOVE DIRT AND GREASE.

TRANSFER TO WORK AREA, NOTED LOCATIONS AND

ATTACHMENTS THAT CAME WITH TRANSMISSION.

BEGAN TO SPLIT DIFFERENTIAL FROM CASE

(KENR8555-01) ONCE CASE WAS SPLIT INSPECTED BEVEL GEARS AND

CASE FROM THE OUTSIDE BEARING CAGE BOLT HOLE HAD

PIECE BROKEN OFF. REVENUE SUPERVISOR INSTRUCTED

ME TO REPLACE AND TO RE USE BEARING AND CUP.

BEGAN DISASSEMBLY OF TRANSMISSION PLANETARY

(KENR8555-01) FULLY DISASSEMBLE TRANSMISSION

INSPECTED SEALS AND PISTON AS COMPLAIN WAS LOW

CLUTCH PRESSURES. SOME PISTON SEALS HAD

SMALL DINGS BUT NO BLOWN OUT OR DAMAGE PISTONS

SEALS WERE FOUND.

WASHED ALL PARTS AND INSPECTED, NO HARD PARTS WERE

FOUND TO BE DAMAGE.

REVENUE SUPERVISOR INSTRUCTED TO RESEAL AND RE

CONT'D

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INVOICE DETAIL

Quantity	Item	Description	Unit Price / Rate	Extension
		USED ALL BEARINGS AND CUPS. ORDER ALL NECESSARY PARTS, TWO CLUTCH PISTONS WERE UPDATED (M0138279-03) CLUTCH PISTON #1-2 WERE UPDATED FROM 366-8298 TO 615-4051. BEGAN ASSEMBLY OF PLANETARY (KENR8555-01) RESEAL ALL PISTONS, BUILD CLUTCHES CHECKING NO SEALS TO BE DAMAGE DURING INSTALLATION. BUILD UP GEAR PLANETARY AND INSTALLED. ONCE PLANETARY WAS FULLY BUILT INSTALLED FINAL BOLTS TO BE TORQUE. BOLTS 6V-7568 WERE BENT DAMAGING BOLTS DURING TORQUE SEQUENCE. REMOVED PLANETARY FROM CASE AND RE TAPPED BOLTS HOLES. ORDER ALL NEW 6 BOLTS. RE INSTALLED PLANETARY CAREFULLY, INSTALLED BOLTS AND TORQUE TO 85 FT LB. REMOVED DAMAGE BEARING CAGE REMOVED CUP AND BEARING. INSTALLED BEARING AND CUP ON TO NEW BEARING CAGE. INSTALLED NEW CAGE TO DIFFERENTIAL AND TORQUE BOLTS TO 80 FT LB. CLEANED AND BUILT CONTROL GP, RESEAL AND CLEANED RELIEF VALVE. INSTALLED CONTROL GP ON TO PLANETARY. CONNECTED DIFFERENTIAL AND PLANETARY. INSTALLED GASKETS AND REMOVED AND RESEALED ALL PLUGS. CONNECTED SENSORS AND PLACED ON TO PROPER PALLET AND TRANSFER TO DYNO FOR TESTING. AND TORQUE TO 85 FT LB. CUSTOMER COMPLAINT: TEST TRANSMISSION		

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Quantity	Item	Description		Unit Price / Rate	Extension
CAUSE OF FAILURE:					
TEST TRANSMISSION					
RESULTANT DAMAGE:					
TEST TRANSMISSION					
REPAIR PROCESS COMMENTS:					
MOVED TRANSMISSION TO DYNO ROOM, LOCATE AND INSTAL					
ALL TESTING FITTINGS, HAD TO GRIND DOWN TEST					
FITTINGS TO MAKE FIT ONTO TRANSMISSION. PLACED					
AND SECURED TRANSMISSION TO DYNO, ASSEMBLE AND					
INSTALL DRIVE SHAFT ADAPTOR, INSTALLED					
DRIVESHAFT. ISNTALLED HOSES AND PRESSURE LINES,					
INSTALLED JUMPER HARNESS. BEGIN DYNO TESTING, LET					
TRANSMISSION SIT AT IDLE TO LET OIL GET TO					
TEMPERATURE. HAD TO MAKE ADJUSTMENTS TO MAIN					
RELIEF VALVE PRESSURE. PERFORM DYNO TESTING AND					
REVIEW RESULTS, ALL PRESSURES WITHIN					
SPECIFICATION, AL FLOWS WITHIN SPECIFICATION, ALL					
OPERATION NORMAL. REMOVED ALL HOSES AND PRESSURE					
LINES, REMOVED JUMPER HARNESS, REMOVED					
DRIVESHAFT, REMOVED ALL TESTING FITTINGS AND					
INSTALLED FITTINGS THAT WERE REMOVED. LET OIL					
DRAIN, LOCATE SHIPPING PAN AND POWER WASH					
SHIPPING PAN, PLACED TRANSMISSION ONTO SHIPPING					
PAN, SECURED TO SHIPPING PAN, MOVED TRANSMISSION					
TO REAR SHOP WHERE MACHINE IS LOCATED.					
4	GWBRAKECLEAN	BRAKE CLEAN	S	4.08	16.32
3	3K-1432	RING	S	10.11	30.33
1	3P-7019	SEAL	S	12.03	12.03
6	6V-7568	BOLT	N	18.07	108.42
1	7G-9224	RING-SEAL	N	53.23	53.23
1	9M-1503	RING	S	30.54	30.54
1	317-8261	CAGE BEARING	N	456.68	456.68
1	345-9112	KIT-DT GASKE	N	1039.14	1039.14
2	619-7959	PISTON-CLUTC	N	610.44	1220.88

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ATTACHMENT A

TEXAS A&M FOREST SERVICE

PURCHASE ORDER

TERMS AND CONDITIONS

1. REQUIREMENTS OF AWARDED BID

- 1.1 Vendor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Vendor must have price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Awarded bid was submitted to the Texas A&M Forest 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 circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the order.
- 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.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

2. SPECIFICATIONS

- 2.1 Vendor shall furnish items as specified by model or catalogue numbers, brand names or manufacture referenced on the purchase order.
- 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 TFS will not be bound by any oral statement or representation contrary to the written specifications of this purchase order.
- 2.5 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 Delivery shall be within the quoted 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 Majeure, the vendor must file a written request to the TFS.

7. 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.**

8. 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 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:

- 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 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 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.

**ATTACHMENT A
TEXAS A&M FOREST SERVICE
PURCHASE ORDER
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.