

PURCHASE ORDER

Order Date
11/22/2023

VENDOR

**TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT**

Page 01

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

Purchase Order No.	(Include this number on all correspondence and packages)
P400185	

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

VENDOR
12623031891 49ER COMMUNICATIONS INC 361 RAILROAD AVE NEVADA CITY, CA 95959-2835

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

INVOICE TO:
TEXAS A&M FOREST SERVICE FRP--CAPACITY BUILDING 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424
SHIP TO:
TEXAS A&M FOREST SERVICE HUDSON WAREHOUSE 245 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	USER REF: 000000-SB BKR5000-T3BS-1 - BKR-5000 Portable Radio, VHF *BELOW IS FOR TFS REFERENCE* TIFMAS - NORTH BRANCH - GREENVILLE FIRE DEPARTMENT_CASE# 2855	4	EA	1,349.300	5,397.20
2	BKR0810GPS - Antenna, GPS, VHF, 136-174MHz *BELOW IS FOR TFS REFERENCE* TIFMAS - NORTH BRANCH - GREENVILLE FIRE DEPARTMENT_CASE # 2855	4	EA	51.500	206.00
3	BKR0120 - Battery, Clamshell, 12 cell "AA" orange case, BKR5000 *BELOW IS FOR TFS REFERENCE* TIFMAS - NORTH BRANCH - GREENVILLE FIRE DEPT	8	EA	94.500	756.00
4	BKR5000-T3BS-1 - BKR-5000 Portable Radio, VHF *BELOW IS FOR TFS REFERENCE* TIFMAS - NORTH BRANCH - KILLEEN FIRE DEPT CASE # 362	4	EA	1,349.300	5,397.20
5	BKR0810GPS - Antenna, GPS, VHF, 136-174MHz *BELOW FOR TFS REFERENCE* TIFMAS - NORTH BRANCH - KILLEEN FIRE DEPT CASE # 362	4	EA	51.500	206.00
6	BKR0120 - Battery, Clamshell, 12 cell "AA" orange case, BKR5000 *BELOW IS FOR TFS REFERENCE*	8	EA	94.500	756.00

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 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

PURCHASE ORDER

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7	TIFMAS - NORTH BRANCH - KILLEEN FIRE DEPT BKR5000-T3BS-1 - BKR-5000 Portable Radio, VHF *BELOW IS FOR TFS REFERENCE* TIFMAS - NORTH BRANCH - LEWISVILLE FIRE DEPT CASE # 1121	4	EA	1,349.300	5,397.20
8	BKR0810GPS - Antenna, GPS, VHF, 136-174MHz *BELOW IS FOR TFS REFERENCE* TIFMAS - NORTH BRANCH - LEWISVILLE FIRE DEPARTMENT_CASE # 1121	4	EA	51.500	206.00
9	BKR0120 - Battery, Clamshell, 12 cell "AA" orange case, BKR5000 *BELOW IS FOR TFS REFERENCE* TIFMAS - NORTH BRANCH - LEWISVILLE FIRE DEPT	8	EA	94.500	756.00
10	BKR5000-T3BS-1 - BKR-5000 Portable Radio, VHF *BELOW IS FOR TFS REFERENCE* TIFMAS - NORTH BRANCH - LITTLE ELM FIRE DEPARTMENT_CASE# 632	4	EA	1,349.300	5,397.20
11	BKR0810GPS - Antenna, GPS, VHF, 136-174MHz *BELOW IS FOR TFS REFERENCE* TIFMAS - NORTH BRANCH - LITTLE ELM FIRE DEPARTMENT_CASE # 632	4	EA	51.500	206.00
12	BKR0120 - Battery, Clamshell, 12 cell "AA" orange case, BKR5000 *BELOW IS FOR TFS REFERENCE*	8	EA	94.500	756.00
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TEXAS A&M FOREST SERVICE

VENDOR

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FRP--CAPACITY BUILDING
200 TECHNOLOGY WAY, SUITE 1162
COLLEGE STATION TX 77845-3424

VENDOR	
12623031891 49ER COMMUNICATIONS INC 361 RAILROAD AVE NEVADA CITY, CA 95959-2835	

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>TIFMAS - NORTH BRANCH - LITTLE ELM FIRE DEPT</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>*ADDITIONAL QUANTITIES (BID): TFS IS HEREBY REQUESTING & EXERCISING ITS OPTION TO UTILIZE THE ADDITIONAL QUANTITIES CLAUSE AS STATED IN REFERENCED INVITATION FOR BID (IFB). ***** REFERENCE "TERMS & CONDITIONS", LETTER "N": "THE TEXAS A&M FOREST SERVICE (TFS) RESERVES RIGHT TO PURCHASE ADDITIONAL QUANTITIES OF THE EQUIPMENT LISTED HEREIN. ORDERS FOR ADDITIONAL EQUIPMENT SHALL BE MADE BY TFS PURCHASE ORDER AND SHALL BE MADE WITH SIX (6) MONTHS 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>			TOTAL	25,436.80

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Item	Description	Quantity	UOM	Unit Price	Ext Price
RTL	*****IFB TERMS AND CONDITIONS***** SPECIFICATIONS, PRICES, TERMS AND CONDITIONS OF IFB-23-017 AND QUOTE# 73729 SHALL APPLY TO THIS PURCHASE ORDER. VENDOR'S PROPOSAL IS ATTACHED VENDOR QUOTE: 73729 VENDOR REF: JESSICA COEN 530-477-2590 PHONE: 800-552-0707				

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PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE



361 Railroad Ave
Nevada City, CA 95959
Phone 530-477-2590
Fax 530-478-9188
E-Mail cs@49er.cc

Quote 73729



Quoted 11/17/2023

Bill To

Texas A&M Forest Service
PO Box 310
Lufkin, TX 75902

Ship To

Texas A&M Forest Service
Attn: Kirk Risinger
245 TFS Loop
Lufkin, TX 75901

Quote Expires

12/29/2023

Purchase Order	Ship Via	FOB	Reference	Entered By	Terms
	UPS Ground	Destination		JLC 11/17/2023	Net 30
Product	Description	Ordered	Price	Amount	
HHBKR5REDKB	BKR5000, Tier III, Single-band, BKR5000-T3BS-1, BLACK, APCO P25 Digital, GPS, Bluetooth, Top LCD Display, Front Color Display, Full keypad, BK Technologies Portable Radio	16	1,349.30	21,588.80	
ANBKRWP10V	Whip Antenna, BKR0810GPS - VHF 136-174 MHz Antenna for Relm BK BKR5000 Portable Radios	16	51.50	824.00	
BABKR5CSREO	AA Battery Clamshell, BKR0120 - Orange, Uses Alkaline AA Batteries for BK BKR5000 Portable Radios	32	94.50	3,024.00	

We appreciate the opportunity to do business with you!

Sub-total \$25,436.80

Tax 0.00% 0.00

Total \$25,436.80



TEXAS A&M FOREST SERVICE

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

INVITATION FOR BID

IFB NUMBER
IFB-23-017

Bendix BKR5000 Radios and Accessories

**BID MUST BE RECEIVED BEFORE:
3:00 P.M. CENTRAL TIME (CT) on July 28, 2023**

**MAIL, EMAIL, OR HAND DELIVER BID TO:
bids@tfs.tamu.edu**

**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 or Email Title**

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:

Travis Lull
Buyer
Texas A&M Forest Service
Purchasing Department
Phone: 979-458-7380
E-mail: travis.lull@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



AUTHORIZED SIGNATURE

Jessica Coen 7-28-23

PRINT OR TYPE NAME DATE

President

TITLE

26-2303189

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

49er Communications, Inc

COMPANY NAME

361 Railroad Ave

ADDRESS

Nevada City CA 95959

CITY STATE Zip

800-552-0707 530-478-9188

PHONE FAX

bids @ 49er. cc

E-MAIL

BID OPENING: July 28, 2023
@ 3:00 p.m. CT

BID NO: IFB-23- 017

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

DESTINATION OF GOODS
Texas A&M Forest Service
Charles Tice
1610 North 1st Street
Merkel, TX 79536

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.

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 Code: 726-88</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 not probable under this contract. Accordingly, a HUB Subcontracting Plan (HSP) is not required. (if applicable)</p> <hr/> <p>GENERAL</p> <p>Travis Lull may be e-mailed at travis.lull@tfs.tamu.edu or telephoned, 979-458-7380 for general questions regarding this Invitation For Bid (IFB).</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 60 days Cash Discount NA % _____ days

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: July 28, 2023 @ 3:00 p.m. CT
BID NO: IFB-23-017
VENDOR: 49er Communications

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>No authority is intended or implied that specifications may be changed or amended except as authorized by written addendum from the 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 July 24, 2023 at 2:00 P.M. CENTRAL TIME (CT).</p> <p>SHOULD AN ADDENDUM BE REQUIRED, IT WILL BE ISSUED BY July 26, 2023 2:00 P.M. CENTRAL TIME (CT).</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 quantity ten (10) Bendix-King BKR5000 Handheld Radios and accessories per specifications.</p> <p>TERMS AND CONDITIONS</p> <p>A. Vendors are highly recommended to exercise the option of completing an On-Site Inspection (Attachment B) of the job site prior to bidding. By submitting a quotation in response to this IFB, vendor agrees to perform all work under the conditions that exist at the job site irrespective of a completed inspection by vendor. (Not applicable)</p> <p>B. 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>C. 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>D. 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>E. Upon award of bid, this IFB, awarded vendor's response, and</p>				

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	subsequent Purchase Order/s will serve as instruments of contract between the awarded vendor and the TEXAS A&M FOREST SERVICE.				
	F. 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 not otherwise made available, or for any other unforeseen cause that may occur.				
	G. This contract will be done 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.				
	H. 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.				
	I. 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.				
	J. 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.				
	K. 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.				
	L. 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.				
	M. 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				

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VENDOR: 49er Communications

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	<p>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>N. 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, 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>O. 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.</p> <p>P. 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.</p> <p>Q. 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.</p> <p>R. Additional Quantities -- 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>S. Inter-Agency Agreement -- 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>T. Bid Submittal Prices -- Annual Blanket Purchase Order(s) bid submittal prices shall remain firm for <u>12</u> months from bid opening date.</p>				

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PURCHASING DEPARTMENT
200 TECHNOLOGY WAY STE 1151
COLLEGE STATION TX 77845-3424
PHONE 979-458-7380 FAX 979-458-7387

BID OPENING: July 28, 2023 @ 3:00 p.m. CT
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	<p>Note: This term/condition <u>supersedes</u> TEXAS A&M FOREST SERVICE "standard" terms and conditions stated in item #1.6 (last bid page), i.e. cancels out "firm for TEXAS A&M FOREST SERVICE acceptance for <u>60</u> days from opening date".</p> <p>U. Quality -- 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>V. Vendor Certification – Vendor hereby certifies that the network 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>W. 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>X. 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>Y. 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>X. 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)</p>				

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	<p>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> <p>FEDERAL LAWS AND REGULATIONS</p> <p>A. Federal Laws and Regulations – By submitting a signed response to this IFB, the vendor certifies that vendor is fully informed about and in full compliance with vendor's obligations under existing applicable laws and regulations including, but not limited to:</p> <p>B. Title VI of the Civil Act of 1964, as amended (42 USC 2000 (D));</p> <p>C. Civil Rights Act of 1991;</p> <p>D. Executive Order 11246, as amended (41 CFR 60-1 and 60-2);</p> <p>E. Vietnam Era Veterans Readjustment Act of 1974, as amended (41CFR 60-250);</p> <p>F. Rehabilitation Act of 1973, as amended (41CFR 60-741);</p> <p>G. Age Discrimination Act of 1975 (42 USC 6101et seq.);</p> <p>H. Non-segregated Facilities (41CFR 60-1);</p> <p>I. Drug-Free Workplace Act of 1988 (PL 100-690);</p> <p>J. Federal Procurement or Non-procurement Programs (Executive Order 12549 and 12689);</p> <p>K. Bryd Anti-Lobbying Amendment (31 USC 1352);</p> <p>L. Clean Air Act of 1970 (42 USC 7401 et seq.);</p> <p>M. Federal Water Pollution Control Act (33 USC 1251 et seq.);</p> <p>N. Omnibus Reconciliation Provision, Section 952;</p> <p>O. Fair Labor Standards Act of 1938, Sections 6, 7 and 12 as amended;</p> <p>P. Americans with Disabilities Act of 1990 (42 USC 12101 et seq.);</p> <p>Q. Immigrations Reform and Control Act of 1986;</p> <p>R. Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantage Individuals (PL 96-507);</p> <p>S. Federal Occupational Safety and Health Law (PL 91-595) including its regulations in effect or proposed as of the date of the agreement; and</p> <p>T. All other laws and regulations and executive orders as are applicable.</p> <p>U. OSHA Statement – Vendor represents and warrants that all articles and services covered by this document meet or exceed the safety standards established and promulgated under Federal Occupational Safety and Health Law (Public Law 91:596) and its regulations in effect or proposed as of the date of this document.</p>				

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V.	<p>Certification of Non-segregated Facilities of Equal Employment Opportunities Compliance – If this transaction exceeds \$10,000 or if the seller anticipates or has a history of exceeding \$10,000 in sales to the Texas A&M Forest Service within any continuous twelve (12) month period, the acceptance of this document will signify their compliance with the provisions of Section 202 of Executive Order no. 11246 pertaining to Equal Employment Opportunities effective September 24, 1965 and its amendment Executive Order no. 11375 effective October 13, 1967 insofar as Section 202 is affected by changing the word “creed” to “religion” and by adding the word “sex”. The signing will also service as written affirmation of the following Certification of Non-segregated Facilities. By the acceptance of this document, the bidder, offeror, applicant or subcontractor certifies that they do not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not permit their employees to perform their services at any location under their control, where segregated facilities are maintained. They certify further that they will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they will not permit their employees to perform services at any location under their control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification the term “segregated facilities” means any waiting room, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin, because of habit, local custom, or otherwise. They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, that they will retain such certifications in their files and that they will forward the following notice to such subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).</p> <p>Notice to Prospective Subcontractors of Requirement for Certification of Non-segregated Facilities: A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or all subcontracts during a period (i.e., quarterly, semiannually, or annually).</p> <p>Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.</p>				
W.	<p>Affirmative Action Compliance – In addition to the above certification, if this transaction exceeds \$50,000 the seller must have included as part of the bid a copy of their written Civil</p>				

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	<p>Rights “Affirmative Action Compliance Program”. If the bidder is not required to have such a written program, they must have so stated on the bid form indicating the reason it is not required. Paragraph 60.741.4 of Title 41 of Part 60-741 Affirmative Action Obligations of Contracts and Subcontracts for Handicapped Workers is incorporated by reference for all contracts of \$3,500 or greater.</p> <p>X. This contract for goods and/or services incorporates by reference the equal employment opportunity clause provisions of Executive Order no. 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and all regulations and relevant orders of the U.S. Secretary of Labor.</p> <p>Y. Awarded vendor shall comply with any applicable federal, state, and local laws and regulations in performing its operations under any awarded contract.</p> <p>Z. Signing this IFB with a false statement is a breach of contract and shall void the submitted bid or any resulting award.</p> <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>INSURANCE REQUIREMENTS</u> (Not applicable)</p> <p>A. The awarded vendor/contractor shall not commence work until all of the insurance specified on <u>Attachment A</u> – Texas A&M Forest Service, Standard Insurance Requirements has been obtained and certificates of such insurance in force have been filed with and accepted by the TEXAS A&M FOREST SERVICE. Insurance coverage shall provide for a ten (10) day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance in force must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by TEXAS A&M FOREST SERVICE shall not relieve or decrease the liability of the awarded vendor/Contractor.</p> <p>B. Unless otherwise specified, the awarded vendor/contractor shall provide and maintain, until all work included in this IFB is completed and accepted by TEXAS A&M FOREST SERVICE, the standard insurance coverage as required in <u>Attachment A</u>.</p>				

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	<p>C. Certificates of Insurance must be faxed to: 979-458-7386</p> <p>D. Indemnification – Awarded vendor agrees to indemnify and hold harmless the TEXAS A&M FOREST SERVICE for any and all claims, liabilities, expenses, injuries, or losses for personal injury, property damage, or any other claims and damages of any nature that may arise while carrying out any and all provisions of this agreement.</p> <p>E. By submitting a bid in response to this IFB bidder acknowledges and affirms these insurance requirements are understood and bidder will provide such insurance as required herein if awarded a contract resulting from this IFB.</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>				

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	<div><div>TECHNICAL SPECIFICATIONS</div><div>BKR5000 Handheld Radios (10 Units)<ul style="list-style-type: none">BKR5000-T3BS-1 - Port, VHF 136-174MHz, 5000Ch, 6W, T3, Full Keypad, BLK, Channel Stop, Bluetooth. Includes GPS, belt clip, High Vis YellowBKR0101 - High-Capacity Battery Pack, Li-Ion 4900 mAh, IP68, BKR 5000BKR0120 - Clamshell AA Battery Pack, Orange, BKR5000BKR0300 - Charger, Desktop, Single Bay, BKR Series Portable Radios, ChargesBKR0810GPS-E Antenna, VHF, 136-174MHz, SMA,W/GPS, BKR Series</div></div>				

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	ITEM/BID				
1	BKR5000-T3BS-1 VHF Handheld radio	10	EA	\$ <u>1349.30</u>	\$ <u>13,493.00</u>
2	BKR0101 High-capacity Li-Ion battery pack	10	EA	\$ <u>162.00</u>	\$ <u>1620.00</u>
3	BKR0120 Clamshell AA Battery Pack, orange	10	EA	\$ <u>94.50</u>	\$ <u>945.00</u>
4	BKR0300 Desktop Charger, single bay	10	EA	\$ <u>132.00</u>	\$ <u>1320.00</u>
5	BKR0810GPS-E VHF Antenna	10	EA	\$ <u>51.50</u>	\$ <u>515.00</u>
6	Shipping charge to destination address on page 2	1	EA	\$ <u>0</u>	\$ <u>0</u>
GRAND TOTAL \$					\$ <u>17,893.00</u>
TERMS AND CONDITIONS: FOLLOWING ITEMS APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF QUOTATION ANY EXCEPTIONS THERETO MUST BE IN WRITING					
ATTACHMENTS					
None					
<u>Notice: Bidders are cautioned to carefully read all parts of this bid invitation and to ensure all requested bidder information is completed.</u>					