VENDOR

17526794140

WICHITA TANK MFG INC

8321 SEYMOUR HWY

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date 01/31/2024

> Page 01

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

Purchase Order (Include this number on all correspondence and packages) P400239

WICHTIA FALLS, TX 76310-6858

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

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

TEXAS A&M FOREST SERVICE FRP--PLANNING & PREPAREDNESS 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424

SHIP TO:

INVOICE TO:

TEXAS A&M FOREST SERVICE TFS SMITHVILLE (ROSANKY) 225 MEDUNA RD SMITHVILLE TX 78957

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT PRIOR TO SHIPPING.

PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 000000-SFG	· · · · · · · · · · · · · · · · · · ·			
1	Order for 2 (Two) 500 BBL Frac Tank Trailers per specifications of IFB-24-015	2	EA	47,000.000	94,000.00
				TOTAL	94,000.00
	**** NET 30 ****				
	NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	********IFB TERMS AND CONDITIONS********** ALL SPECIFICATIONS, PRICES, TERMS AND CONDITIONS AS PER INVITATION FOR BID AS REFERENCED HEREIN. ************************************				
	PURCHASE IN ACCORDANCE WITH TERMS, CONDITIONS SPECIFICATIONS, AND PRICING OF IFB-24-015.				
	VENDOR QUOTE: IFB-24-015 VENDOR REF: TANNER BROWN 940-696-8012				
RTL					

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

DESTINATION FRT INCLUDED FOB:

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

Terms:

E PURCHASING AGENT THIS ORDER IS NOT VALID LINES.

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

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.



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

INVITATION FOR BID

IFB NUMBER IFB-24-015

500bbl Frac Tank Trailers

BID MUST BE RECEIVED BEFORE: 2:00 P.M. CENTRAL TIME (CT) on January 26, 2024

EMAIL bid to bids@tfs.tamu.edu (preferred)

FAX TO (979)458-7387
MAIL OR HAND CARRY 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 <u>Texas A&M Forest Service Purchasing Department</u> 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,

Plan (HSP) is not required.

GENERAL

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 14

VENDOR ID NUMBER (SEE INSTRUCTIONS 1.7 ON	AST PAGE FOR VENDO AN / MFG EYMSZI HAV STATE Z FAX	R ID NUMBER)	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 OPENING: January 26, 2024 @ 2:00 p.m. CT BID NO: IFB-24-015 QUOTE F.O.B. DESTINATION, FREIGHT PREPAID AND ALLOWED UNLESS OTHERWISE STATED WITHIN THE SPECIFICATIONS DESTINATION OF GOODS Texas A&M Forest Service 258 County Road 306 Smithville, TX 78957					
When mailindicated of Faxed bids top of this familed bid opening da	ng in bids, bid n the lower left will be accept orm.	corner of the sed only at the see bid number	bid opening date must be envelope. e number indicated at the	Quantity	UOM	Unit Price	Ext Price		

Travis Lull may be e-mailed at travis.lull@tfs.tamu.edu or telephoned 979-458-7380 for general questions regarding this Invitation For Bi (IFB).	d, id	
ck 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 area (_) Contractor providing foods of higher nutritional value
Delivery in 100 days Cash Discount % da	.ve	

Cash Discount _____ % ___

DETERMINATION OF SUBCONTRACTING OPPORTUNITIES 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

INVITATION FOR BID - RETURN SEALED BIDS TO:

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: January 26, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-015

NE 979	-458-7380 FAX 979-458-7387 VENDOR:				
n	Description	Quantity	UOM	Unit Price	Ext Price
or a	authority is intended or implied that specifications may be changed amended except as authorized by written addendum from the as A&M Forest Service Purchasing Department.			ke name	
inqu bind	ponses to inquiries, which directly affect an interpretation or nge to this IFB, will be issued in writing by addendum. Only airies which are replied to by formal written addenda shall be ding. Oral and other interpretations or clarifications will be without				
				1 1 1 m 1 m	
	<mark>FICE</mark> : THE DEADLINE FOR WRITTEN QUESTIONS IS January 2024 at 2:00 P.M. CENTRAL TIME (CT).		an fac	in a pro-	
	DULD AN ADDENDUM BE REQUIRED, IT WILL BE ISSUED BY uary 24, 2024 2:00 P.M. CENTRAL TIME (CT).				
SC	<u>DPE</u>			100	
SEF trail	means of this IFB, it is the intention of the TEXAS A&M FOREST RVICE to acquire bids for two NEW smooth wall, 500bbl frac tank ers as specified on page 10 and Attachment A, to be delivered to facility near 258 County Road 306, outside Smithville, TX 78957				
arou	tanks will be staged there and transported as needed to airfields und Texas to hold fresh water to support aerial firefighting rations.	3			
				÷ 1	
TEF	RMS AND CONDITIONS				
	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)				
В.	A response to this IFB is an offer to contract based on the terms conditions, and specifications contained herein. Bids do no become contracts until they are accepted through a TEXAS A&A 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	t // e e			
	Code shall also be considered in making an award when specified Any legal actions must be filed in Brazos County, Texas.				
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	f t			
	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	1			
	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	, e S		d plantight a salkamer 4	2H7 Sc 1
	A&M FOREST SERVICE shall be sole judge of "the best interest of the TEXAS A&M FOREST SERVICE".				

BID OPENING: January 26, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-015

item		Description	Quantity	UOM	Unit Price	Ext Price
[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.				
E	E.	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.				y
F	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.		STI I		
		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.				
F		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.		100		
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.				
К		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	1. 1	Authorized Relief From Performance (Force Majeure) The				

BID OPENING: January 26, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-015

n	Description	Quantity	UOM	Unit Price	Ext Price
	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.				
	·		N		
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/				
0.	Conflict of Interest. By executing this Agreement, Contractor	The STILL I			
	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	Marine and a			
	their knowledge and belief, no member of The A&M System or		H		
	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,				to as a
	has direct or indirect financial interest in the award of this				100000
	Agreement, or in the services to which this Agreement relates, or	The same of the			
	in any of the profits, real or potential, thereof.				The same of the sa
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.	To the state of th			
Q.	Certification Regarding Business with Certain Countries and	II A PARTIE I			
	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.	Market Market			
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.	almi am a the till the part of ideal part		pue series Migrardiga tal	
S.	Inter-Agency Agreement Successful bidder agrees to extend prices and terms to all entities who have entered or will enter into	le a de la de le a de la designation de			Maria Maria

BID OPENING: January 26, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-015

P N	Description		Quantity	UOM	Unit Price	Ext Pri
	joint purchasing inter-agency cooperation agreem Texas A&M Forest Service.	ent(s) with the		f / -l	A BLACK	
Т.	Bid Submittal Prices Annual Blanket Purchas submittal prices shall remain firm for <u>12</u> months frodate.					
	Note: This term/condition <u>supersedes</u> TEXAS A SERVICE "standard" terms and conditions stated in bid page), i.e. cancels out "firm for TEXAS A SERVICE acceptance for <u>60</u> days from opening date	item #1.6 (last A&M FOREST			A COLUMN TO THE PARTY OF THE PA	
U.	Quality The vehicles or equipment furnished specifications shall be of quality workmanship and bidder represents that all vehicles or equipment these specifications shall be new, current produSED, SHOPWORN, DEMONSTRATOR, PRODISCONTINUED MODELS ARE NOT ACCEPTABLE.	material. The offered under duction model. TOTYPE, OR			And a least	
V.	Vendor Certification — Vendor hereby certifies the hardware or software, <u>as applicable</u> , procured or least contract, has undergone independent certification known and relevant vulnerabilities in accordance 2059.060 of the Texas Government Code.	ased under this on testing for			1 10 10 10 10 10 10 10 10 10 10 10 10 10	
W.	Renewals Any renewals will be under the same terms and conditions as those of the origin documents. Only changes that are permitted within the originally awarded agreement may be constrenewal.	al agreement n the scope of				
X.	Vendor References – <u>If requested</u> , bidder will I submit Vendor References for current or pas work/service provided in the quality and scope of the this IFB.	t comparable				
Y.	Public Disclosure					
	(a) Bidder acknowledges that Texas A&M Fore obligated to strictly comply with the Public Interchapter 552, Texas Government Code, in response request for public information pertaining to this Agre as any other disclosure of information required Texas law.	formation Act, onding to any ement, as well				
	(b) Upon Texas A&M Forest Service's written requiprovide specified public information exchanged or this Agreement that is not otherwise excepted frunder chapter 552, Texas Government Code, to Forest Service in a non-proprietary format accept A&M Forest Service. As used in this provinformation" has the meaning assigned Section 58 Government Code, but only includes information to A&M Forest Service has a right of access.	created under om disclosure of Texas A&M able to Texas ision, "public 52.002, Texas				
	(c) Bidder acknowledges that Texas A&M Forest S required to post a copy of the fully executed Agr. Internet website in compliance with Section 2261.25 Government Code.	eement on its				
	(d) Bidders/businesses are also required to ensemployees who have been designated as <i>Not Eligi</i> by a TAMU member are not involved in any work	ble for Rehire			VIT	

BID OPENING: January 26, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-015

tem	Description	Quantity	UOM	Unit Price	Ext Price
	system.	To Lintal	illy die P		r arti
	X. HUB – Historically Underutilized Businesses		11/1		
	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	nuit to pict		enance and	
	A&M FOREST SERVICE), as a good faith effort, to encourage the	HIS I I		une and the first	
	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		100	e na samin è	
	gender-neutral means. All procurements exceeding \$100,000 for		The Paris		
	either goods and/or services must include a completed State of				
	Texas HUB Subcontracting Plan (HSP) submitted by			Bet in the	
	vendor/contractor.			and the second	
	FEDERAL LAWS AND REGULATIONS		iğ — i	- 1 15 5	
	A. Federal Laws and Regulations – By submitting a signed response				
	to this IFB, the vendor certifies that vendor is fully informed about			Sand e	
	and in full compliance with vendor's obligations under existing applicable laws and regulations including, but not limited to:			THE STATE OF	
	B. Title VI of the Civil Act of 1964, as amended (42 USC 2000 (D));				
	C. Civil Rights Act of 1991;				
	D. Executive Order 11246, as amended (41 CFR 60-1 and 60-2);				
	E. Vietnam Era Veterans Readjustment Act of 1974, as amended	1 111			
	(41CFR 60-250);				
	F. Rehabilitation Act of 1973, as amended (41CFR 60-741);				
	G. Age Discrimination Act of 1975 (42 USC 6101et seq.);		-1		
	H. Non-segregated Facilities (41CFR 60-1);				
	 Drug-Free Workplace Act of 1988 (PL 100-690); 				
	 J. Federal Procurement or Non-procurement Programs (Executive Order 12549 and 12689); 				
	K. Bryd Anti-Lobbying Amendment (31 USC 1352);			11 - 12 - 17 - 18 - 18	
	L. Clean Air Act of 1970 (42 USC 7401 et seq.);				
	M. Federal Water Pollution Control Act (33 USC 1251 et seq.);			and and	
	N. Omnibus Reconciliation Provision, Section 952;				
	O. Fair Labor Standards Act of 1938, Sections 6, 7 and 12 as amended;				
	P. Americans with Disabilities Act of 1990 (42 USC 12101 et seq.);				
	 Q. Immigrations Reform and Control Act of 1986; 				
	R. Utilization of Small Business Concerns and Small Business Concerns Owned and Controlled by Socially and Economically Disadvantage Individuals (PL 96-507);				
	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				
	T. All other laws and regulations and executive orders as are applicable.	100			
	 U. OSHA Statement – Vendor represents and warrants that all articles and services covered by this document meet or exceed 		14.	The Paris	the state of

BID OPENING: January 26, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-015

n	Description	Quantity	NOM	Unit Price	Ext Price
	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.				
V.	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		0		
	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 bousing facilities provided for				
	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).				
	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).				
	Note: The penalty for making false statements in offers is prescribed in 18 U/S.C. 1001.				

INVITATION FOR BID - RETURN SEALED BIDS TO:

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

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•	Description	Quantity	UOM	Unit Price	Ext Price
W.	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 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.	A C. 63° (C. 64° (C. 6	er com		
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.	1 1, 10 may		The second second	
Y.	Awarded vendor shall comply with any applicable federal, state, and local laws and regulations in performing its operations under any awarded contract.	H 11 - g1		Mary Mary Mary	
Z.	Signing this IFB with a false statement is a breach of contract and shall void the submitted bid or any resulting award.		- 11	-37	
RIC	GHT TO AUDIT				
yea the gra in en rig red on by A& (30 op	any time during the term of this contract and for a period of four (4) ars thereafter the Texas A&M Forest Service, the State of Texas, a Comptroller of the United States, the federal agency awarding a cent to the Texas A&M Forest Service which funds this procurement whole or in part, or duly authorized audit representatives of these tities, at their own expense and at reasonable times, reserves the hit to have access to, and to incrementally audit, awarded vendor's cords that are related to this contract. In the event such an audit by e or more of these entities reveals any errors and/or overpayments. Texas A&M Forest Service, awarded vendor shall refund Texas A&M Forest Service the full amount of such overpayments within thirty days of such audit findings, or Texas A&M Forest Service at its tion, reserves the right to deduct such amounts owed to Texas A&M prest Service from any payments due to awarded vendor.				
IN:	SURANCE REQUIREMENTS (not applicable)			1.00	
	The awarded vendor/contractor shall not commence work until all of the insurance specified on Attachment A — 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.				
16567.0	Unless otherwise specified, the awarded vendor/contractor shall		1 11111	O A Ambi	

BID OPENING: January 26, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-015

	Description	Quantity	UOM	Unit Price	Ext Price
	completed and accepted by TEXAS A&M FOREST SERVICE, the standard insurance coverage as required in Attachment A .				IN W
C.	Certificates of Insurance must be faxed to: 979-458-7386				
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.				
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.				
BA	ASIS OF AWARD				
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.				
	The TEXAS A&M FOREST SERVICE must be confident that the bidder's response will meet the 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.				
	Evaluation Criteria:		E m		
	Pricing				
	Delivery				
	Vendor's ability, capacity, and skill		110		
	Vendor's previous experience and past relationship with TEXAS A&M FOREST SERVICE				
	Any other factors TEXAS A&M FOREST SERVICE deems relevant				
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.				
C.	The TEXAS A&M FOREST SERVICE reserves the right to reject any and all bids, waive any technicalities.				
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.				
TE	CHNICAL SPECIFICATIONS				
sim	antity two (2) NEW smooth wall, 500bbl frac tank trailers. Must be ilar in specification to the tank described in Attachment A. Include t of delivery to Smithville, TX in quoted price.				

BID OPENING: January 26, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-015

Item	Description	Quantity	UOM	Unit Price	Ext Price
	Where DRALES I'V II All the result of the second to the se	7			
	ITEM/BID			Jak s	
1	NEW smooth wall, 500bbl frac tank trailer. Include cost of delivery to 258 County Road 306, Smithville, TX 78957 in price.	2	EA	s <u>47,000.</u> -	\$ 94,000.00
2					
3					
4					
5					
6					
7					
	GRAND TOTAL	\$			\$ 94,000.°
ECC NY I	IS AND CONDITIONS: FOLLOWING ITEMS APPLY TO AND DIME A PART OF TERMS AND CONDITIONS OF QUOTATION EXCEPTIONS THERETO MUST BE IN WRITING CHMENTS THE THE PROPERTY OF THE PROPER	D N			
lotic	e: Bidders are cautioned to carefully read all parts of this bidtion and to ensure all requested bidder information is completed.	d		1 11 1-11	

BIDDING REQUIREMENTS

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.

Bidders must price per unit shown. govern in the event of extension errors. 1.2

- Bids should be submitted on this form. Any alternations to 1.3 the original format and content of this form will result in the disqualification of bid
- Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the 1.4 authority to bind the firm in a contract.

 Quote F.O.B. destination, freight prepaid and allowed

1.5

- unless otherwise stated within the specifications.

 Bid prices are requested to be firm for TFS acceptance for 16 60 days from opening date. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 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.
- Bid cannot be altered or amended after opening time. Any 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 furnished by TFS upon request.

TFS reserves the right to accept or reject all or any part of 1.10 any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.

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.

SPECIFICATIONS

- 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 propulsfully brand or trade page, and other closer in the propulsful or trade page, and other description. 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.
- 22 Unless otherwise specified, items shall be new and unused and of current production.
- All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 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.

TFS will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid (IFB).

Manufacturer's standard warranty shall apply unless

otherwise stated in the IFB.

TIE BIDS

Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).

DELIVERY

- 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.

 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.

No substitutions permitted without TFS written approval. Delivery shall be made during normal working hours only,

unless prior approval has been obtained from TFS.
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.

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

TEXAS A&M FOREST SERVICE TERMS AND 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.

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 may grant feller 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.

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

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.

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 By signature hereon affixed, the bidder all bid lists. hereby certifies that:

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

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 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

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 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

bidder certifies that the individual or business entity name in this bid is not ineliaible 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

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 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 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:

Valle	or conner	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.

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

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 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 Tille 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (979) 458-7300.

14. PUBLIC DISCLOSURE

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

bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552,002, Texas Government Code, but only includes information to which Texas A&M Forest Service has a right of access.

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

15. REHAB ACT, VEVRA, 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 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.

- 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.
- 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
- 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.

SMOOTH WALL 500BBL FRAC TANK



DESIGN FEATURES

- · "V" Bottom Floor for Complete and Easy Drainage
- · Smooth Wall Interior for Easy Cleaning
- No Internal Rods

STRUCTURAL DESIGN

1/4" thick ASTM A36 carbon steel (V-bottom) · Floor:

1/4" thick ASTM A36 carbon steel Walls: 1/4" thick ASTM A36 carbon steel Main Roof:

Wall Stiffeners: 1/4" Formed Channel Roof: 4" Structural Channel

12" & 10" Channel Runners Solid Rafters:

(No Skid Welds) Fully Welded:

TANK MEASUREMENTS

500 BBL (21,000 gallons) Capacity:

9'-9" (Overall) · Height: 8'-6" (Overall) · Width: 46'-9" (Overall) · Length:

To the best of our knowledge the technical data contained herein are true and accurate at the date of issuance and are subject to change without prior notice.

ATTACHMENT A

(2) 22" Dia. w\ Wingnut Closure Buna-N Gasket (1) 22" Dia. - Top Buna-N Gasket

16 oz./in2 pressure setting, 0.4 oz./in2

4"- wafer butterfly valve. Cast iron body, Buna-N seat & seals, 316 SS stem, ductile

(1) Gauging Port: 2" threaded plugged port

US DOT Approved Light & Air Braking System

Carboline Phenoline 310 (100% Solids) High

Carboline Carbothane 8812 \ 8845 DTM High

vacuum setting: Buna-N seal.

iron disk w/plug and chain.

4" w\ Cap & Chain

(1) 4"-150# Blind Flange

11R22.5 \ Radial Tires

Performance Epoxy Coating

Gloss Polyurethane 4 - 6 Mils 1 Year Limited Warranty

Steel \ Hub-Piloted

4"-150# flanged w\ butterfly valve

4"-150# flanged w\ butterfly valve

22" Bolt-On - OSHA Compliant

771/2" track \ 22,500# Capacity

Spring Suspension for highway use

FEATURES

- · Manways:
- · Relief Valve:
- Valves:
- · Front Drain:
- · Rear Drain:
- · Rear Feed Line:
- · Roof Connections:
- · Stairway:
- · Axle:
- · Suspension:
- · Tires:
- · Wheels:
- · Lighting & Braking:
- · Interior Coating:
- · Exterior Coating:
- Warranty:

OPTIONS

- · Continual Platform
- External Manifold
- Internal Manifold
- · Additional Aux, Ports
- Additional Manways
- · ABS Brake System
- Steam Coil

- · HD Lifting Lugs
- · Gel Line
- Jet Line
- Float Gage
- LED Light Package
- Stainless Steel (340 / 316)
- Custom Interior Coatings