

VENDOR

PURCHASE ORDER  
TEXAS A&M FOREST SERVICE  
PURCHASING DEPARTMENT

Order Date  
06/25/2024

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)
P400372	

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

INVOICE TO:
TEXAS A&M FOREST SERVICE MCGREGOR OFFICE 6521 BLUEBONNET PKWY, 403D MCGREGOR TX 76657
SHIP TO:
TEXAS A&M FOREST SERVICE MINERAL WELLS/FORT WOLTERS 3000 MH 379 MINERAL WELLS TX 76067

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.

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-DRS				
1	DOZER UNIT 9291 INSPECTION,1000 HR MAINTENANC ADJUST TRACK ASSEMBLY,REFILL TRANSMISSION, REMOVED INSTALLED REPLACED BEARINGS & SEALS LIFT/HOIST,ANGLING,TILT, CYLINDERS, REFILLED HYDRALIC SYSTEM, PARTS, LABOR,MISC	1	LOT	20,727.740	20,727.74
				TOTAL	20,727.74
	***** 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 TO FLEET HEAVY EQUIPMENT, MACHINE ID HCT009010. AGENCY TERMS AND CONDITIONS APPLY.				
	VENDOR QUOTE: FW72151 VENDOR REF: HOLT CAT INVOICE WIMF0079388 PHONE: 512-565-9267				

RTL

Texas A&M Forest Service cannot accept collect 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  
MINERAL WELLS  
ATTN DONNA SMITH  
6521 BLUEBONNET PARK WAY  
MCGREGOR TX 76657

**Ship To:**

## SERVICE INVOICE

**INVOICE NUMBER:** WIMF0079388  
**Invoice Date:** 12/27/23  
**Total Due** **\$20,727.74**

Due Date	Payment Terms Below
Make	AA
Model	D6N FIRE
Serial #	*CAT00D6NPPER00659*
Machine #	
Machine ID	HCT009010
Meter Reading	986.0
Work Order #	FW72151

**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 817.935.6016

Customer #	Customer PO #	Doc Date	Sales Representative	Division	Store	Account Status
1172105	MWTF-9291-01	11/01/23	659	G	MF	2

### INVOICE SUMMARY

SEG	DESCRIPTION	PARTS	LABOR	MISC	F/R ALL	ADJ	TOTAL
CI	PERFORM TA1 INSPECTION		165.00				165.00
PM	PERFORM PM3 1000 HOUR MAINTENANCE	2009.46	1320.00	28.72			3358.18
01	ADJUST TRACK ASSEMBLY		330.00	21.54			351.54
30	DRAIN AND REFILL POWER TRAIN-TRANSMISSION	86.99	495.00	1587.36			2169.35
50	REMOVE AND INSTALL LIFT/HOIST CYLINDER	117.83	990.00				1107.83
51	REPLACE BEARINGS & SEALS LIFT/HOIST CYLINDER	594.52	1980.00				2574.52
52	REMOVE AND INSTALL ANGLING CYLINDER	8.16	990.00				998.16
53	REPLACE BEARINGS & SEALS ANGLING CYLINDER	1166.28	1980.00				3146.28
54	REMOVE AND INSTALL TILT CYLINDER		495.00				495.00
55	REPLACE BEARINGS & SEALS TILT CYLINDER	777.72	990.00				1767.72
56	DRAIN AND REFILL HYDRAULIC SYSTEM	150.20	330.00	4113.96			4594.16
<b>TOTAL</b>		<b>4911.16</b>	<b>10065.00</b>	<b>5751.58</b>	<b>0.00</b>	<b>0.00</b>	<b>20727.74</b>

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### INVOICE DETAIL

Quantity	Item	Description	Unit Price / Rate	Extension
		PERFORM TA1 INSPECTION		
		PERFORM INSPECTION		
		CUSTOMER COMPLAINT:		
		PERFORM CAT INSPECT		
		CAUSE OF FAILURE:		
		N/A		
		RESULTANT DAMAGE:		
		N/A		
		REPAIR PROCESS COMMENTS:		
		PERFORMED WALK AROUND VISUAL INSPECTION LOOKING		
		FOR ANY DAMAGES USING CAT INSPECT.		
		TECH: A168 TYLER LATTIN      DATE: 11/15/23		
			F/R LBR	165.00 *
		SEGMENT CI TOTAL		165.00 T
-----				
		PERFORM PM3 1000 HOUR MAINTENANCE		
		PERFORM 1000 HOUR PM		
		CUSTOMER COMPLAINT:		
		PERFORM PM		
		CAUSE OF FAILURE:		
		N/A		
		RESULTANT DAMAGE:		
		N/A		
		REPAIR PROCESS COMMENTS:		
		CHANGED ENGINE PRIMARY AND SECONDARY FILTERS.		
		CHANGED FUEL FILTER, FUEL WATER SEPARATOR AND		
		IN-LINE FILTER. CHANGED HYDRAULIC OIL FILTERS.		
		CHANGED ENGINE OIL AND ENGINE OIL FILTER. CHANGED		
		TRANSMISSION OIL AND TRANSMISSION OIL FILTER.		
		CHANGED WINCH OIL. OBTAINED OIL SAMPLES FROM		
		COOLANT, ENGINE OIL, HYDRAULIC OIL, TRANSMISSION		
		OIL, WINCH OIL AND BOTH FINAL DRIVE OILS AND SENT		
		THEM OUT TO BE TESTED. GREASED MACHINE. STARTED		
		MACHINE AND TOPPED OFF FLUIDS.		

**CONT'D**

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**Total Due \$20,727.74**

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Machine #	
Machine ID	HCT009010
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### INVOICE DETAIL

Quantity	Item	Description		Unit Price / Rate	Extension
TECH: A168	TYLER LATTIN	DATE: 11/15/23			
1	4C-8563	HOSE SWIVEL	S	67.71	67.71
1	139-1537	ELEMENT-FILT	S	72.97	72.97
3	177-9343	CAP&PROBE G.	S	3.79	11.37
1	346-6694	ELEMENT ACL	S	69.76	69.76
1	350-7735	KIT-FILTER	S	54.87	54.87
1	360-8960	ELEMENT FUEL	S	26.30	26.30
1	389-1076	ELEMENT AS	S	54.30	54.30
1	462-1171	FILTER-LUBE	S	18.50	18.50
1	479-4131	ELEMENT-SEP	S	39.99	39.99
1	525-6205	FILTER AS	S	41.20	41.20
1	539-6920	ELEMENT-PRIM	S	114.57	114.57
1	571-5253	ELEMENT AS-X	S	86.99	86.99
5	5153973	DEO-ULS 15W-40 1GL	S	17.65	88.25
12	8T9572	TRANS 30W 5 GAL	S	95.89	1150.68
7	001501	INT SHOP SOS KIT	S	16.00	112.00
		TOTAL PARTS	SEG. PM		2009.46 *
			F/R LBR		1320.00 *
4.00		GREASE			28.72
		TOTAL MISC CHGS	SEG. PM		28.72 *
		SEGMENT PM TOTAL			3358.18 T

ADJUST TRACK ASSEMBLY

ADJUST TRACK ASSEMBLY

CUSTOMER COMPLAINT:

ADJUST TRACKS

CAUSE OF FAILURE:

N/A

RESULTANT DAMAGE:

N/A

REPAIR PROCESS COMMENTS:

REMOVED ACCESS PLATES FOR TRACK ADJUSTERS.

TIGHTENED RELIEF VALVE. GREASED TRACKS TO SPEC

(1.77+- .20 INCH) AVERAGE.

**CONT'D**

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Quantity	Item	Description	Unit Price / Rate	Extension
TECH: A168 TYLER LATTIN DATE: 12/18/23				
		F/R LBR		330.00 *
3.00		GREASE		21.54
		TOTAL MISC CHGS	SEG. 01	21.54 *
		SEGMENT 01 TOTAL		351.54 T
DRAIN AND REFILL POWER TRAIN-TRANSMISSION				
DRAN POWERTRAIN AND REFILL WITH CAT TDTO-TMS				
CUSTOMER COMPLAINT:				
CHANGE TRANSMISSION FLUID TO TDTO TMS				
CAUSE OF FAILURE:				
N/A				
RESULTANT DAMAGE:				
N/A				
REPAIR PROCESS COMMENTS:				
DRAINED TRANSMISSION OIL AND PUMPED INTO CLEAN				
CONTAINER. CHANGED TRANSMISSION FILTER. FILLED				
TRANSMISSION WITH REQUESTED OIL (TDTO TMS).				
TECH: A168 TYLER LATTIN DATE: 12/18/23				
1	571-5253	ELEMENT AS-X	S 86.99	86.99
		TOTAL PARTS	SEG. 30	86.99 *
			F/R LBR	495.00 *
1.00		CAT TRANS/DRIVE		1587.36
		TOTAL MISC CHGS	SEG. 30	1587.36 *
		SEGMENT 30 TOTAL		2169.35 T
REMOVE AND INSTALL LIFT/HOIST CYLINDER				
REMOVE AND INSTALL BOTH LIFT CYLINDERS				
CUSTOMER COMPLAINT:				
R&I LIFT CYLINDERS				
CAUSE OF FAILURE:				
DIRT AND DEBRIS				
RESULTANT DAMAGE:				
CRACKED/DAMAGED WIPER SEALS				

CONT'D

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REPAIR PROCESS COMMENTS:				
LIFTED BLADE USING MACHINE HYDRAULICS TO SET ON STANDS. REMOVED CYLINDER GUARD AND DISCONNECTED HOSES. REMOVED CAN SIDE RETAINER AND PIN. USING A STRAP AND THE FORKLIFT LIFTED THE CYLINDER UP. REMOVED ROD SIDE RETAINER AND PIN. REMOVED CYLINDER FROM MACHINE. REPEATED ON OTHER SIDE. CLEANED UP PIN LOCATIONS AND PINS FOR CYLINDERS. USED FORKLIFT TO INSTALL CAN END OF CYLINDERS TO MACHINE. CONNECTED HYDRAULIC LINES TO CYLINDERS. HAD TO REPLACE DAMAGED HYDRAULIC LINE OF LEFT LIFT CYLINDER. HAD TO ADJUST HARD LINES AND CLAMPS ON CYLINDERS. INSTALLED COVER OVER HYDRAULIC LINES. USED MACHINE TO FILL CYLINDERS WITH OIL AND EXTEND ROD ENDS TO PIN IN PLACE. GREASED CYLINDERS.				
TECH: A168 TYLER LATTIN DATE: 12/18/23				
TECH: 6229 EVAN HESS DATE: 12/19/23				
2	GWBRAKECLEAN	BRAKE CLEAN	S 4.08	8.16
1	314-9392	HOSE AS	N 109.67	109.67
TOTAL PARTS			SEG. 50	117.83 *
			F/R LBR	990.00 *
SEGMENT 50 TOTAL				1107.83 T
REPLACE BEARINGS & SEALS LIFT/HOIST CYLINDER				
REPLACE BEARINGS FOR PIN LOCATIOS AND RESEAL				
RECEIVED TWO LIFT CYLINDERS FROM FT. WORTH				
LOCATION FOR RE-BEARING AND RE-SEAL. CLEAN AND				
DISASSEMBLE BOTH CYLINDERS, REMOVE PORT TUBES AND				
GUARDS. HONE CANS, POLISH RODS AND REMOVE OLD				
BEARINGS. CLEAN BORES AND INSTALL NEW BEARINGS.				
DIRT IMPACTED IN HEAD GETTING PAST WORN WIPER				
SEALS, REMOVE OLD SEALS AND SETUP IN LATHE AND				
POLISH SEAL GROOVES TO REMOVE PACKED DIRT AND ANY				

CONT'D

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DAMAGE CONTAMINATION IN SEAL GROOVES. CLEAN ALL PARTS, INSTALL NEW SEALS, ASSEMBLE RODS AND TORQUE PISTON BOLTS TO 1350 FT. LBS. ASSEMBLE CYLINDERS AND TORQUE HEADS TO 440 FT. LBS. CLEAN AND INSTALL PORT TUBES AND FITTING WITH NEW SEALS, ASSEMBLE GUARDS, AND SEAL PORTS WITH PLASTIC CAPS, WRAP, AND STAMP. TECHNICIAN - DANNY BUGG.					
4	6E-5449	BEARING	N	48.99	195.96
2	175-7902	SEAL-O-RING	S	9.09	18.18
2	241-7584	SEAL KIT	S	146.82	293.64
2	495-8197	SEAL AS	N	43.37	86.74
		TOTAL PARTS	SEG. 51		594.52 *
			F/R LBR		1980.00 *
		SEGMENT 51 TOTAL			2574.52 T

REMOVE AND INSTALL ANGLING CYLINDER  
REMOVE AND INSTALL ANGLING CYLINDER  
CUSTOMER COMPLAINT:  
REMOVE AND INSTALL ANGLING CYLINDERS  
CAUSE OF FAILURE:  
DIRT/DEBRIS  
RESULTANT DAMAGE:  
DAMAGED WIPER SEALS  
REPAIR PROCESS COMMENTS:  
REMOVED GUARD COVERING PIN, AND REMOVED GUARD  
COVERING LINES ON CYLINDER. REMOVED LINES OFF  
CYLINDERS ON BOTH SIDES OF THE MACHINE. REMOVED  
CAN SIDE PIN AND CONNECTED A STRAP TO THE CAN.  
CONNECTED A FORKLIFT TO THE STRAP AND RELIEVED  
TENSION OFF CYLINDER. REMOVED PIN RETAINER AND  
PIN. REMOVED THE CYLINDER FROM MACHINE. REPEATED  
ON OTHER SIDE. CLEANED UP PIN LOCATIONS AND PINS.  
HAD TO RAISE BLADE AND CRIB IT UP. USED FORKLIFT

**CONT'D**

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TO INSTALL CYLINDERS IN PLACE. ROUTED HYDRAULIC LINES AND INSTALLED. ROUTED GREASE LINES AND INSTALLED. INSTALLED GUARDS OVER HYDRAULIC HOSES. RAN MACHINE AND PURGED ALL CYLINDERS TO FILL WITH OIL.					
TECH: A168 TYLER LATTIN DATE: 12/18/23					
TECH 6229 EVAN HESS 12/19/23					
2	GWBRAKECLEAN	BRAKE CLEAN	S	4.08	8.16
		TOTAL PARTS	SEG. 52		8.16 *
			F/R LBR		990.00 *
		SEGMENT 52 TOTAL			998.16 T
REPLACE BEARINGS & SEALS ANGLING CYLINDER					
REPLACE BEARINGS FOR PIN LOCATION AND RESEAL BOTH ANGLING CYLINDERS					
CLEAN AND DISASSEMBLE TWO 379-3507 ANGLING CYLINDERS. REMOVE OLD BEARINGS, CLEAN BORES AND SNAP RING GROOVES AND INSTALL NEW BEARINGS IN RODS AND CANS. SETUP AND POLISH RODS AND HONE CANS. REMOVE OLD SEALS FROM HEADS AND PISTONS, SETUP IN LATHE AND POLISH SEAL GROOVES, CLEAN AND INSTALL NEW SEALS. ASSEMBLE RODS AND TORQUE PISTON NUTS TO 825 FT. LBS. ASSEMBLE CYLINDERS AND TORQUE HEADS TO 440 FT. LBS. RETRACT WITH AIR, INSTALL PORT ADAPTORS WITH NEW SEALS, SEAL WITH CAPS PROVIDED BY CUSTOMER AND STAMP CYLINDERS.					
TECHNICIAN - DANNY BUGG.					
8	1J-6472	RING	S	25.75	206.00
4	237-4860	BEARING-SLF	S	174.73	698.92
2	580-3600	SEAL KT HCYL	N	130.68	261.36
		TOTAL PARTS	SEG. 53		1166.28 *
			F/R LBR		1980.00 *
		SEGMENT 53 TOTAL			3146.28 T

CONT'D

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**INVOICE NUMBER:** WIMF0079388  
**Invoice Date:** 12/27/23  
**Total Due** \$20,727.74

Due Date	Payment Terms Below
Make	AA
Model	D6N FIRE
Serial #	*CAT00D6NPPER00659*
Machine #	
Machine ID	HCT009010
Meter Reading	986.0
Work Order #	FW72151

For questions regarding your invoice-Call your rep or our Service Manager at 817.935.6016

Customer #	Customer PO #	Doc Date	Sales Representative	Division	Store	Account Status
1172105	MWTF-9291-01	11/01/23	659	G	MF	2

### INVOICE DETAIL

Quantity	Item	Description	Unit Price / Rate	Extension
		REMOVE AND INSTALL TILT CYLINDER		
		REMOVE AND INSTALL TILT CYLINDER		
		CUSTOMER COMPLAINT:		
		REMOVE AND INSTALL TILT CYLINDER		
		CAUSE OF FAILURE:		
		DIRT AND DEBRIS		
		RESULTANT DAMAGE:		
		DAMAGED/CRACKED WIPER SEALS		
		REPAIR PROCESS COMMENTS:		
		REMOVED LINES FROM CYLINDER. REMOVED CAN SIDE		
		RETAINER AND PIN. TILTED THE BLADE TO GAIN ACCESS		
		TO PIN. COULD NOT GET THE BLADE PITCH LINK PINS		
		TO COME OUT, AND COULD NOT GET THE ROD TILT		
		CYLINDER PIN TO COME OUT. CUT THE HEAD OF THE		
		TILT CYLINDER PIN OFF, AND PUSHED PIN THROUGH		
		WITH SLIDE HAMMER. CONNECTED FORKLIFT AND STRAP		
		TO CYLINDER AND REMOVED FROM MACHINE. CLEANED UP		
		PIN LOCATIONS AND PINS FOR CYLINDER. HAD TO		
		REMOVE BLADE PITCH LINK TO ACCESS PIN FOR TILT		
		CYLINDER. USED FORKLIFT TO INSTALL TILT CYLINDER		
		TO MACHINE. ROUTED AND CONNECTED HYDRAULIC LINES		
		AND TIGHTENED CLAMPS IN PLACE.		
		TECH: A168 TYLER LATTIN DATE: 12/18/23		
		TECH 6229 EVAN HESS DATE: 12/19/23		
		F/R LBR		495.00 *
		SEGMENT 54 TOTAL		495.00 T
		REPLACE BEARINGS & SEALS TILT CYLINDER		
		REPLACE BEARINGS FOR PIN LOCATIONS AND RESEAL TILT		
		CUSTOMER COMPLAINT: CYL LEAKING		
		CAUSE OF FAILURE: WIPER SEAL DETERIORATED		
		RESULTANT DAMAGE: LEAKING CYLINDER		
		REPAIR COMMENTS: PLACED CYLINDER IN TORQUE BENCH.		
		DETORQUED HEAD. BROUGHT CYLINDER TO BENCH. REMOVED		

**CONT'D**

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

Your business is important to us and we strive to be your dealership of choice. Our goal is to provide legendary customer service.  
If we did not score a 10 on a scale of 1 to 10, please contact cx.manager@holtcat.com.

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© HOLT, Tx Ltd



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

## SERVICE INVOICE

INVOICE NUMBER: WIMF0079388  
Invoice Date: 12/27/23  
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### INVOICE DETAIL

Quantity	Item	Description		Unit Price / Rate	Extension
ROD ASSEMBLY FROM CYLINDER. BROUGHT ROD ASSEMBLY TO TORQUE BENCH. DE-TORQUED LOCK NUT. BROUGHT ROD BACK TO BENCH. REMOVED HEAD AND PISTON. REMOVED OLD SEALS. CLEANED PISTON AND HEAD. BALL HONED CYLINDER. REMOVED BEARINGS AND SNAP RINGS. INSTALLED NEW BEARINGS AND SNAP RINGS. INSTALLED NEW SEALS INTO HEAD AND PISTON. REASSEMBLED ROD ASSEMBLY. BROUGHT ROD ASSEMBLY TO TORQUE BENCH. TORQUED NUT TO SPEC AT (2508 ? 251 LB FT). BROUGHT ROD TO CYLINDER. INSTALLED INTO CYLINDER. TORQUED HEAD TO SPEC AT (443 ? 96 LB FT).. RETRACTED ROD BACK INTO CYLINDER. CHANGED SEALS ON FITTINGS. INSTALLED FITTINGS AND TIGHTENED DOWN. STAMPED JOB ONTO CYLINDER. PLACED CYLINDER ONTO PALLET. STRAPPED DOWN ALL CYLINDERS FOR TRANSPORT BACK TO FT WORTH.					
2	1S-3311	RING	S	26.00	52.00
1	3B-4617	COTTER PIN	S	0.28	0.28
2	7J-1309	BEARING	S	182.85	365.70
1	104-4817	PIN	S	205.53	205.53
1	393-3605	KIT SEAL	N	154.21	154.21
TOTAL PARTS			SEG. 55		777.72 *
			F/R LBR		990.00 *
SEGMENT 55 TOTAL					1767.72 T
DRAIN AND REFILL HYDRAULIC SYSTEM DRAIN THE HYDRAULIC OIL AND REFILL THE HYDRAULIC SYSTEM WITH CAT BIO HYDRO ADVANCED HYDRAULIC OIL CUSTOMER COMPLAINT: DRAIN AND REFILL HYDRAULIC OIL CAUSE OF FAILURE: N/A RESULTANT DAMAGE: N/A					

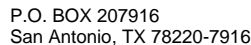
CONT'D

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

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Quantity	Item	Description	Unit Price / Rate	Extension
REPAIR PROCESS COMMENTS:				
DRAINED HYDRAULIC OIL FROM MACHINE AND DISPOSED OF				
IT. CHANGED HYDRAULIC OIL FILTERS. FILLED				
HYDRAULIC OIL WITH CUSTOMER REQUESTED BIO HYDO				
ADV OIL.				
TECH: A168 TYLER LATTIN    DATE: 12/18/23				
1	139-1537	ELEMENT-FILT	S 72.97	72.97
1	144-0832	ELEMENT-FILT	S 77.23	77.23
		TOTAL PARTS	SEG. 56	150.20 *
			F/R LBR	330.00 *
1.00		CAT BIO HYDO ADV		4113.96
		TOTAL MISC CHGS	SEG. 56	4113.96 *
		SEGMENT 56 TOTAL		4594.16 T

TAX EXEMPTION LICENSE TX GOVT  
NET 30 DAYS

Parts	\$4,911.16
Labor	\$10,065.00
Flat rate	\$0.00
Misc.	\$5,751.58
Tax	\$0.00
ADJ	\$0.00
<b>TOTAL</b>	<b>\$20,727.74</b>

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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.