

VENDOR

# PURCHASE ORDER

## TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date  
07/16/2024

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)
P400384	

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

**INVOICE TO:**

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

**VENDOR**

17608026603  
PERIMETER SOLUTIONS LP  
DEPT CH 17463  
PALATINE, IL 60055-7463

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

**SHIP TO:**

TEXAS A&M FOREST SERVICE  
ABILENE-AIRPORT  
2850 AIRPORT BLVD  
ABILENE TX 79602

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-RTL  Gorman-Rupp 13D-GX270  ***** 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. *****  *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	4	EA	4,256.180  TOTAL	17,024.72  17,024.72

RTL

Texas A&amp;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**

VENDOR

# PURCHASE ORDER

## TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

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FRP--ASSOCIATE DIRECTOR  
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COLLEGE STATION TX 77845-3424

<b>VENDOR</b>
17608026603 PERIMETER SOLUTIONS LP DEPT CH 17463 PALATINE, IL 60055-7463

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ABILENE-AIRPORT  
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ABILENE TX 79602

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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
	<p>PRICING OF THE INITIAL BID RESPONSE."</p> <p>PURCHASE IN ACCORDANCE WITH TERMS, CONDITIONS SPECIFICATIONS, AND PRICING OF IFB-24-014. PRICING RE-VERIFIED 6/12/2024 BY C. FEIGUTH, REFERENCE QUOTE# QUO14-006444.</p> <p>VENDOR QUOTE: IFB-24-014 VENDOR REF: GUY CLANCY 208-651-6853</p>				

RTL

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PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE**



# TEXAS A&M FOREST SERVICE

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

## INVITATION FOR BID

IFB NUMBER  
IFB-24-014

### Trash Pumps and Proportioning Equipment

BID MUST BE RECEIVED BEFORE:  
**2:00 P.M. CENTRAL TIME (CT) on January 23, 2024**

EMAIL bid to [bids@tfs.tamu.edu](mailto: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 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](mailto: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

Page 2 of 14

AUTHORIZED SIGNATURE  
 Guy Clancy 1/23/24

PRINT OR TYPE NAME  
 Director of Airbase Services  
 TITLE

16708026603  
 VENDOR ID NUMBER  
 (SEE INSTRUCTIONS 1.7 ON LAST PAGE FOR VENDOR ID NUMBER)

Perimeter Solutions LP  
 COMPANY NAME

8000 Maryland Av  
 ADDRESS

Clayton MO 63015  
 CITY STATE Zip

208-651-6853  
 PHONE FAX

Guy.Clancy@perimeter-Solutions.com  
 E-MAIL

### 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 23, 2024  
 @ 2:00 p.m. CT

BID NO: IFB-24-014

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

### DESTINATION OF GOODS

Texas A&M Forest Service  
 Multiple Locations – See Page 11

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>Emailed bids must indicate bid number, company name, and bid opening date in the title.</p> <p>Class and Item Code: 720-40, 720-55, 720-79</p> <p><b>DETERMINATION OF SUBCONTRACTING OPPORTUNITIES</b></p> <p>The TEXAS A&amp;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.</p> <p><b>GENERAL</b></p> <p>Travis Lull may be e-mailed at <a href="mailto:travis.lull@tfs.tamu.edu">travis.lull@tfs.tamu.edu</a> 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

Delivery in \_\_\_\_\_ days Cash  
 Discount \_\_\_\_\_ % \_\_\_\_\_ 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: January 23, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-014

VENDOR: 17608026603

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&amp;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. <b>Only inquiries which are replied to by formal written addenda shall be binding.</b> Oral and other interpretations or clarifications will be without legal effect.</p> <p><b>NOTICE:</b> THE DEADLINE FOR WRITTEN QUESTIONS IS January 16, 2024 at 2:00 P.M. CENTRAL TIME (CT).</p> <p>SHOULD AN ADDENDUM BE REQUIRED, IT WILL BE ISSUED BY January 18, 2024 2:00 P.M. CENTRAL TIME (CT).</p> <p><b>SCOPE</b></p> <p>By means of this IFB, it is the intention of the TEXAS A&amp;M FOREST SERVICE to acquire bids for motor driven trash pumps and proportioning equipment as specified on page 10. This equipment will be used for mixing and pumping air-dropped fire retardant for aerial fire attack bases throughout Texas. Due to previous experience, we will not accept any substitutes for the brands and models specified.</p> <p><b>TERMS AND CONDITIONS</b></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&amp;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&amp;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&amp;M FOREST SERVICE and to reject any and all bid items at the sole discretion of the TEXAS A&amp;M FOREST SERVICE. The TEXAS A&amp;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&amp;M FOREST SERVICE. The TEXAS A&amp;M FOREST SERVICE shall be sole judge of "the best interest of the TEXAS A&amp;M FOREST SERVICE".</p> <p>D. This IFB does not commit the TEXAS A&amp;M FOREST SERVICE to</p>				



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Item	Description	Quantity	UOM	Unit Price	Ext Price
	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.	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.				
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.	<b>Authorized Relief From Performance (Force Majeure)</b> -- The TEXAS A&M FOREST SERVICE may grant relief from performance of the contract if the vendor is prevented from				



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	<p>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&amp;M FOREST SERVICE.</p> <p>N. <b>Suspension, Debarment, and Terrorism</b> -- 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 <a href="https://www.sam.gov/portal/public/SAM/">https://www.sam.gov/portal/public/SAM/</a></p> <p>O. <b>Conflict of Interest.</b> 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&amp;M System or The A&amp;M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&amp;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. <b>Prohibition on Contracts with Companies Boycotting Israel.</b> 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. <b>Certification Regarding Business with Certain Countries and Organizations.</b> 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. <b>Additional Quantities</b> -- The TEXAS A&amp;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&amp;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. <b>Inter-Agency Agreement</b> -- 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&amp;M Forest Service.</p>				



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T.	<p><b>Bid Submittal Prices</b> -- Annual Blanket Purchase Order(s) bid submittal prices shall remain firm for <u>12</u> months from bid opening date.</p> <p>Note: This term/condition <u>supersedes</u> TEXAS A&amp;M FOREST SERVICE "standard" terms and conditions stated in item #1.6 (last bid page), i.e. cancels out "firm for TEXAS A&amp;M FOREST SERVICE acceptance for <u>60</u> days from opening date".</p>				
U.	<p><b>Quality</b> -- 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>				
V.	<p><b>Vendor Certification</b> – 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>				
W.	<p><b>Renewals</b> -- 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>				
X.	<p><b>Vendor References</b> – <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>				
Y.	<p><b>Public Disclosure</b></p> <p>(a) Bidder acknowledges that Texas A&amp;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&amp;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&amp;M Forest Service in a non-proprietary format acceptable to Texas A&amp;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&amp;M Forest Service has a right of access.</p> <p>(c) Bidder acknowledges that Texas A&amp;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>				



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X.	<p><b>HUB – Historically Underutilized Businesses</b></p> <p>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&amp;M Forest Service (TEXAS A&amp;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&amp;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><b>FEDERAL LAWS AND REGULATIONS</b></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</p>				



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BID NO: IFB-24-014

VENDOR: 17608026603

Item	Description	Quantity	UOM	Unit Price	Ext Price
	Occupational Safety and Health Law (Public Law 91:596) and its regulations in effect or proposed as of the date of this document.				
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&amp;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. Affirmative Action Compliance – In addition to the above				



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 23, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-014

VENDOR: 17608026603

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>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.</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><b><u>RIGHT TO AUDIT</u></b></p> <p>At any time during the term of this contract and for a period of four (4) years thereafter the Texas A&amp;M Forest Service, the State of Texas, the Comptroller of the United States, the federal agency awarding a grant to the Texas A&amp;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&amp;M Forest Service, awarded vendor shall refund Texas A&amp;M Forest Service the full amount of such overpayments within thirty (30) days of such audit findings, or Texas A&amp;M Forest Service at its option, reserves the right to deduct such amounts owed to Texas A&amp;M Forest Service from any payments due to awarded vendor.</p> <p><b><u>INSURANCE REQUIREMENTS</u></b> (not applicable)</p> <p>A. The awarded vendor/contractor shall not commence work until all of the insurance specified on <b>Attachment A</b> – Texas A&amp;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&amp;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&amp;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&amp;M FOREST SERVICE, the standard insurance coverage as required in <b>Attachment A</b>.</p>				



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COLLEGE STATION TX 77845-3424  
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BID OPENING: January 23, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-014

VENDOR: 17608026603

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<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&amp;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><b><u>BASIS OF AWARD</u></b></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&amp;M FOREST SERVICE and any other factors the TEXAS A&amp;M FOREST SERVICE deems relevant.</p> <p>The TEXAS A&amp;M FOREST SERVICE must be confident that the bidder's response will meet the needs of the TEXAS A&amp;M FOREST SERVICE. TEXAS A&amp;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><b>Evaluation Criteria:</b></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&amp;M FOREST SERVICE</p> <p>Any other factors TEXAS A&amp;M FOREST SERVICE deems relevant</p> <p>B. If bidder submits product or service literature and specifications TEXAS A&amp;M FOREST SERVICE reserves the right to decide if items offered are equivalent to those specified. TEXAS A&amp;M FOREST SERVICE alone shall determine "best value" to the agency and TEXAS A&amp;M FOREST SERVICE' judgment in this regard shall be considered final.</p> <p>C. The TEXAS A&amp;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&amp;M FOREST SERVICE' judgment and decision of award.</p> <p><b><u>TECHNICAL SPECIFICATIONS</u></b></p> <p>Gorman-Rupp/Honda 13D-GX270 3" gas-powered trash pumps, no substitutes (13D1-GX270 is NOT acceptable)</p> <p>Pioneer Pump/Deutz Diesel PP44S10L71-D2.9L4 4" trailered pump, no substitutes</p> <p>4" Canadian blender and 3" MicroMotion meter shown in Attachment A (no detailed drawings are available)</p>				



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BID OPENING: January 23, 2024 @ 2:00 p.m. CT

BID NO: IFB-24-014

VENDOR: 17608026603

Item	Description	Quantity	UOM	Unit Price	Ext Price
	<b>ITEM/BID</b>				
1	Gorman-Rupp/Honda gas-powered 13D-GX270 3" trash pump, no substitutes. Include cost of delivery to La Grange, TX in price.	8	EA	\$4256.18_	\$34049.44_
2	Pioneer Pump/Deutz Diesel PP44S10L71-D2.9L4 4" trailered trash pump, no substitutes. Include cost of delivery to Merkel, TX in price.	1	EA	\$48120.29_	\$48120.29_
3	4" Canadian Blender – see attachment A Include cost of delivery to Merkel, TX in price.	1	EA	\$7403.30_	\$7403.30_
4	3" MicroMotion meter assembly – see attachment A Include cost of delivery to Merkel, TX in price.	1	EA	\$_____	\$_____
5					
6	NOTE: Each line item may be awarded to separate bidders based on best value to the Texas A&M Forest Service as described in Terms and Conditions paragraph C, above. Bidders may submit bids for single line items or all items, as they are capable of providing.				
7					

**GRAND TOTAL \$**

**\$89573.03\_**

**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**

Attachment A – Example pictures of existing Canadian Blender and MicroMotion metering assembly, no detailed drawings available  
Attachment B – Honda 13D-GX270 spec sheet  
Attachment C – Pioneer Pump PP44S10L71-D2.9L4 spec sheet

**Notice: Bidders are cautioned to carefully read all parts of this bid invitation and to ensure all requested bidder information is completed.**



# TEXAS A&M FOREST SERVICE TERMS AND CONDITIONS

## 1. BIDDING REQUIREMENTS

- 1.1 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.
- 1.2 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Bids should be submitted on this form. Any alternations to the original format and content of this form will result in the disqualification of bid.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for TFS acceptance for 60 days from opening date. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 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.

## 2. SPECIFICATIONS

- 2.1 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 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.
- 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 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.
- 2.5 TFS will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid (IFB).
- 2.6 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 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.
- 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 Majure, the vendor must file a written request to the TFS.

## 7. PAYMENT

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.

## 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 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 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 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 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 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, 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.



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.



Perimeter Solutions LP  
8000 Maryland Ave, Suite 350  
Clayton MO 63105  
United States

# Quotation

**Date**  
06/12/2024

**Quote #**  
QUO14-006444

**Expires**  
08/11/2024

**Description**

**Quote for**  
Quote 1  
6-12-24

**Sales Rep**  
Guy Clancy

## Ship to

Texas A&M Forest Service  
700 South Reynolds  
LaGrange TX 78945  
United States

## Bill to

Texas A&M Forest Service  
200 Technology Way, Suite 1163  
College Station TX 77845  
United States

Line	Item	Quantity	Units	Rate	Amount
1	<b>13D-GX270/Assembly</b> 13D-GX270 - Includes Fittings and Oil Includes Shipping	4	Each	\$4,256.18	\$17,024.72
				<b>Total</b>	\$17,024.72

## Notes

13D-GX270 for qty 4



QUO14-006444



1. **EXCUSE OF PERFORMANCE.** Either party may suspend or cancel deliveries hereunder to the extent events beyond such party's reasonable control prevents, hinders, limits or makes it impracticable for such party to manufacture, transport, accept or use the goods or material upon which the manufacture of the goods is dependent. Such events include, but are not limited to, war, riot, sabotage, acts of terrorism, explosion, accident, flood, fire, or other acts of God, lack of adequate fuel, power, raw materials, labor, containers or transportation facilities, compliance with governmental requests, laws, regulations, orders or actions, breakage or failure of machinery or apparatus, national defense requirements, or labor trouble, strike lockout or injunction (in no event shall either party be required to settle a labor dispute against its own best judgment). If Seller determines that any such event has occurred, Seller may suspend or cancel deliveries hereunder and/or may allocate its available supply of goods or materials (without being obligated to acquire additional supplies of goods or materials or by locating and contracting with other sellers of goods or new suppliers of raw materials) among itself and its purchasers in Seller's sole discretion. Allocations, suspensions, or cancellations of deliveries under this section, shall be made without liability, and such allocations, suspensions, or cancellations shall otherwise not affect the remaining terms of this contract.

2. **BUYER'S CREDIT.** In the event Buyer fails to pay for any shipment of Goods when such payment becomes due, Seller may terminate or suspend future deliveries of Goods hereunder. In the event Buyer's financial worthiness becomes unsatisfactory to Seller, in its sole opinion, Seller may: (a) elect to withhold future shipments of Goods until Buyer's financial credit worthiness has been established to Seller's satisfaction; (b) require Buyer to make cash payments as to future shipments; (c) require other security for payment before future shipments of Goods are provided to Buyer including but not limited to financial statements, a letter of credit by an entity approved by Seller, or a payment guarantee by a parent or affiliate of Buyer; (d) demand return from Buyer any Goods under the contract for which payment has not been made; and/or (e) cancel the Contract upon ten (10) days notice. The remedies contained in this Section are cumulative and shall be in addition to any other remedies available to Seller under applicable law.

3. **RESERVED**

4. **ECONOMIC HARDSHIP.** In addition to the other rights and remedies of Seller set forth herein, if at any time during the term of this contract, Seller experiences any event that causes the continued manufacture or sale of the Goods to Buyer to be uneconomical, or otherwise creates an economic hardship for Seller, then Seller may, at its sole option, either (i) increase the price of the Goods to cover such economic hardship; or (ii) terminate this contract upon thirty (30) days' prior written notice to Buyer. This Section shall be applied and construed separately from the excuse of performance provisions in this contract.

5. **WEIGHTS AND SAMPLING.** Seller's weights and sampling shall govern all settlements hereunder, unless proven to be in error.

6. **RISK OF LOSS AND TITLE.** Unless otherwise provided herein, risk of loss, responsibility for and title to the Goods sold hereunder shall transfer upon the loading of the Goods by the transportation carrier at Seller's facility.

7. **CONTAINERS.** With respect to Phosphorus Derivatives, Inc.: Phosphorus Derivatives, Inc. shall at all times retain title in all reusable containers used in shipping the Goods. A deposit, in the amount required by Phosphorus Derivatives, Inc., for such reusable containers must be made at the time Buyer tenders payment for the Goods. The reusable containers must be kept in good condition, not be used for any material other than the Goods shipped therein and be returned within sixty (60) days from date of shipment. Phosphorus Derivatives, Inc. shall refund Buyer's deposit once Phosphorus Derivatives, Inc. receives the reusable containers in a condition reasonably acceptable to Phosphorus Derivatives, Inc.

8. **QUANTITIES.** The quantity of Goods shipped to Buyer by Seller in any month may be limited by Seller, in its sole discretion, to either (i) the average of the monthly quantities purchased by Buyer for the preceding contract months, or (ii) the maximum estimated quantity covered hereunder divided by the number of months in the current period of this contract. Provided, however, that if different quantities apply to different time periods within this contract, Seller may limit shipments based upon the then current maximum estimated quantity for the applicable time period divided by the number of months in the current period. Any quantity not shipped as a result of such limitation, shall be deducted from the estimated quantity to be purchased by Buyer hereunder. In no event shall Seller be bound to tender delivery of any quantities for which Buyer has not given shipping instructions.

9. **LIMITED WARRANTY.** Subject to Section 10, Seller warrants that at the time of shipment, the Goods shall conform to Seller's standard specifications for such goods or to the specifications attached to this Contract, if so attached. SELLER MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, OR ANY OTHER MATTER WITH RESPECT TO THE GOODS.

10. **LIMITATION OF LIABILITY.**

(a) Buyer shall examine all Goods for any damage, defect or shortage within thirty (30) days of receipt of the Goods. All claims for any cause whatsoever (whether based in contract, negligence, strict liability, or otherwise) shall be deemed waived unless made in writing and received by Seller within forty-five (45) days of Buyer's receipt of the Goods giving rise to such claim. Provided, however, that as to any claims that can not be reasonably discovered within such forty-five (45) day period, Buyer shall have one hundred and eighty (180) days from the date of Buyer's receipt of the Goods giving rise to the claim to make such claim in writing to Seller, or thirty (30) days from the date Buyer learns of the facts giving rise to such claim, whichever occurs first. Failure by Buyer to provide Seller with written notice of any claim within the applicable time period shall be deemed an absolute and unconditional waiver by Buyer of such claim irrespective of whether the facts giving rise to such claim shall have then been discovered or of whether processing, further manufacture, other use or resale of the Goods shall have then taken place. In no event shall Seller be liable for transportation charges for the return of the Goods unless authorized in advance by Seller.

(b) Seller shall not be liable to Buyer for, and Buyer assumes all liability for, and agrees to indemnify and hold Seller harmless against all losses, claims, suits, damages, liabilities, costs and expenses (including attorney's fees and expenses) resulting from or arising out of Buyer's distribution, possession, further manufacture, use or resale of the Goods, whether such Goods are used alone or in combination with other goods, except to the extent such losses, claims, suits, damages, liabilities, costs and expenses are a direct result of Seller's gross negligence or willful misconduct. SELLER'S TOTAL LIABILITY TO BUYER ARISING OUT OF ANY CAUSE WHATSOEVER (WHETHER SUCH CAUSE BE BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE GOODS GIVING RISE TO SUCH CAUSE OR, AT SELLER'S OPTION, THE REPAIR OR REPLACEMENT OF SUCH GOODS. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES RESULTING FROM ANY CAUSE WHATSOEVER.

(c) In no event shall Seller be liable to Buyer for any technical or other advice provided to Buyer with respect to processing, further manufacture, use or resale of the Goods, whether or not provided by Seller at Buyer's request.

11. **PATENTS.** Seller warrants that the Goods sold hereunder, except for those made for Buyer according to Buyer's specifications, do not infringe any valid U.S. patent. Seller does not provide any warranty whatsoever with respect to the use of the Goods or any material made therefrom. Seller reserves the right at any time to terminate, in writing, the warranty provided under this Section 11 with respect to any undelivered Goods.

12. **FREIGHT, TAXES AND OTHER CHARGES.** Seller may, at its option, add to the price of the Goods sold hereunder the price of any customer charge or penalty, any increase in freight rates or any tax or governmental charge or increase paid by Seller on shipments covered by this contract (excluding any franchise or income tax or other tax or charge based on income), when such increase affects the cost of producing, selling or delivering the Goods or of procuring materials used therein, or becomes payable by Seller because of the production, sale or delivery of the Goods, such as Sales Tax, Use Tax, Retailer's Occupational Tax, Gross Receipts Tax, or Value Added Tax. Seller shall not be required to provide Buyer with electronic invoices and if Seller is charged a fee by Buyer related to the failure to provide electronic invoices, such fee shall be added to the Price of the Goods. In addition, if Seller agrees to a request by Buyer to utilize electronic invoicing the costs associated with such invoicing shall be added to the price of the Goods herein, which may not be reflected in the Price of the Goods on the face of this contract at the time of signing.

13. **PRICE REVISION.** Unless otherwise provided herein, Seller may revise the price, point of delivery, service allowance, if any, and terms of payment hereunder by providing Buyer at least fifteen (15) days prior written notice of such change.

14. **RESTRICTION.** Buyer represents and warrants that: (i) it is not, nor its representatives or anyone for whom it is acting, assisting, or owned or controlled directly or indirectly by, a person(s) designated, named, or identified pursuant to any national or international law or regulation imposing trade and economic sanctions, prohibitions or restrictions (a "Sanctioned Entity"); and (ii) it shall not resell the Goods or have any commercial relationship with respect to the Goods with any Sanctioned Entity. Seller may terminate this Contract immediately, without any liability, in the event of breach by Buyer of this representation and warranty.

15. **ASSIGNMENT.** This Contract shall be binding upon and inure to the benefit of the respective successors of the parties hereto, but it shall not be transferred or assigned by Buyer without the prior written consent of the Seller. Seller shall have the right to assign the contract, and any of its rights and obligations there under, including the assignment of receivables, without Buyer's consent.

16. **FORUM SELECTION.** Seller and Buyer consent to the sole and exclusive jurisdiction and venue of the United States District Court for the Eastern District of Missouri, Eastern Division, and the Circuit Court of the County of St. Louis, Missouri, for all claims and/or disputes arising out of or connected in any way with this Contract For Sale and/or the business relationship between Seller and Buyer. The Seller and Buyer expressly waive any objection to the venue or personal jurisdiction of these Missouri courts. THE VALIDITY, INTERPRETATION AND PERFORMANCE OF THIS CONTRACT AND ANY DISPUTE CONNECTED HEREWITH SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI.

17. **MISCELLANEOUS.** This contract constitutes the full understanding of the parties, a complete allocation of risks between them and a complete and exclusive statement of the terms and condition of their agreement. Buyer shall not be entitled to withhold payment or to deduct from the price invoiced to it on the ground that it has a claim or set-off against Seller. No conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this contract shall be binding unless hereafter made in writing and signed by the party to be bound, and no modification shall be effected by the acknowledgment or acceptance of Buyer's purchase order or shipping instruction forms containing terms or conditions at variance with or in addition to those set forth herein. No waiver by either Seller or Buyer with respect to any breach or default or of any right or remedy and no course of dealing, shall be deemed to constitute a continuing waiver of any other breach or default or of any other right or remedy, unless such waiver be expressed in writing signed by the party to be bound. (v. Sept 2018)