

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

VENDOR

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

Order Date  
08/14/2025

Page 01

Purchase Order No.	(Include this number on all correspondence and packages)
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P500412

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

**INVOICE TO:**

TEXAS A&M FOREST SERVICE  
 FIAD--PURCHASING  
 200 TECHNOLOGY WAY, SUITE 1151  
 COLLEGE STATION TX 77845-3424

**VENDOR**

16805220960  
 HBI OFFICE SOLUTIONS INC  
 308 HIGHWAY 75 NORTH  
 HUNTSVILLE, TX 77320

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

CAU - W -

**SHIP TO:**

TEXAS A&M FOREST SERVICE  
 FIAD--PURCHASING  
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 COLLEGE STATION TX 77845-3424

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-TMC				
1	Pedestal fixed, 2box/1 file, proud steel front, 23 1/2DX15WX27H; Sterling Metallic paint, Polished chrome	3	EA	510.410	1,531.23
2	Pedestal-fixed, 2 file, proud steel front, 23 1/2DX15WX27H, sterling metallic paint, polished chrome,	3	EA	497.510	1,492.53
3	Filler-Proud steel, proud wood pedestal, technology/answer/ kick application, Metallic paint 4798	6	EA	47.300	283.80
4	Screen-Frameless glass, thin, recessed, 18H X 48W	2	EA	421.830	843.66
5	Screen-Frameless glass, thin, recessed, 18H X 60W	6	EA	499.230	2,995.38
6	panel skin-tackable acoustical, 36H X48W_, stone	6	EA	159.530	957.18
7	Panel skin-tackable acoustical, 36H X 60W, stone	12	EA	183.610	2,203.32
8	Junction-End of run, Thin, 42H_, painted trim package, Sterling dark solid	6	EA	68.370	410.22
9	Junction T, Thin, 42H, painted trim pkg, sterling dark solid	1	EA	107.070	107.07
10	Junction-X, thin, 42H, sterling dark solid	2	EA	107.070	214.14
11	Frame, Horizontal package, thin, 48Wx, sterling dark solid	2	EA	72.670	145.34
CEC					

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

FOB: DESTINATION FRT INCLUDED

Terms:

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

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

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

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

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

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PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE**

VENDOR

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

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16805220960 HBI OFFICE SOLUTIONS INC 308 HIGHWAY 75 NORTH HUNTSVILLE, TX 77320	
CAU - W -	

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Item	Description	Quantity	UOM	Unit Price	Ext Price
12	Frame, Horizontal package, thin, 60W, sterling dark solid	6	EA	92.450	554.70
13	Kit-Power, 3+1, 48W, steelcase	8	EA	137.600	1,100.80
14	Power infeed, 3+1, 6L in ft, 6000 black	1	EA	171.570	171.57
15	Receptacle-System ground Line 1, 3+1, 6000 black	2	EA	27.950	55.90
16	Receptacle-System ground, Line 2, 3+1, 6000 black	2	EA	27.950	55.90
17	Receptacle-System ground, Line 3, 3+1, 6000 black	2	EA	27.950	55.90
18	Receptacle-System ground, Line 4, 3+1, 6000 black	2	EA	27.950	55.90
19	Cantilever, on module application, 16WX13D, Textured paint 7250-sterling dark solid	3	EA	71.810	215.43
20	Worksurface-extended corner, plastic edge, laminate, curved, left hand, 23 1/2DL X 23 1/2 DRX 59 1/2 WL X 47 1/2 WR, edge-plastic 6697-fog, Laminate- Tungsten Fiber	3	EA	480.740	1,442.22
21	Worksurface-extended corner, plastic edge, laminate, curved, right hand, 23 1/2D LX 23 1/2DR X 47 1/2 WL X 59 1/2 WR, Plastic-fog, Laminate, Tungsten Fiber	3	EA	480.740	1,442.22
22	Bracket Side Support, steelcase	6	EA	25.800	154.80
23	Junction In line, Thin, 42H, Steelcase	1	EA	48.590	48.59
CEC					

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16805220960 HBI OFFICE SOLUTIONS INC 308 HIGHWAY 75 NORTH HUNTSVILLE, TX 77320	
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Item	Description	Quantity	UOM	Unit Price	Ext Price
24	Labor to tear original furniture down and move to new Dispatch Space down the hall	1	EA	850.000	850.00
25	Steelcase Tariff Recovery charge	1	EA	577.210	577.21
TOTAL					
***** NET 30 *****					
<p>NOTE TO VENDOR:    "SHIP TO" AND "INVOICE TO" ADDRESSES MAY    DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER    ADDRESS MAY RESULT IN DELAYED PAYMENT.</p> <p>PER TERMS, CONDITIONS AND PRICING OF E&amp;I    CONTRACT#E100140-2021MA    AGENCY TERMS AND CONDITIONS APPLY</p> <p>VENDOR QUOTE #28619 IS ATTACHED</p> <p>VENDOR QUOTE: 28619    VENDOR REF: KRISTIN JEFFRIES #936-295-5708    PHONE: 936-295-4592</p>					
CEC					

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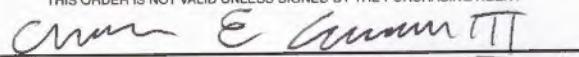
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PURCHASING AGENT FOR

TEXAS A&amp;M FOREST SERVICE

**HBI OFFICE SOLUTIONS, INC**

308 Hwy 75 North  
Huntsville, TX 77320  
Phone 936-295-5708  
Fax 936-295-5264  
[www.hbi-inc.com](http://www.hbi-inc.com)  
[www.facebook.com/HBI.Huntsville](http://www.facebook.com/HBI.Huntsville)

**Quotation 28619**

Quote Date 08/11/25  
Customer TAMUE  
Terms Net Due in 30 Days  
Account Representative KRISTIN  
JEFFRIES

**Quote To**

TEXAS A&M UNIVERSITY 4850  
DEPT OF PURCHASING  
PO BOX 30013  
COLLEGE STATION TX 77842-0013

**Ship To**

TEXAS A&M UNIVERSITY 4850  
DEPT OF PURCHASING  
PO BOX 30013  
COLLEGE STATION TX 77842-0013

**STEELCASE E&I COOPERATIVE CONTRACT DISCOUNTING CONTRACT # EI00140-2021MA**

HBI OFFICE SOLUTIONS, INC. IS A CERTIFIED TEXAS HUB, CERTIFICATE/VID NUMBER: 1680522096500

THIS QUOTE IS VALID FOR 30 DAYS. AFTER 30 DAYS QUOTE MAY NEED TO BE UPDATED.

HBI, INC. AND/OR OUR REPRESENTATIVES ARE TO HAVE FREE AND CLEAR ACCESS TO THE BUILDING AND INSTALL SPACE(SUIT EXISTING FURNITURE) INCLUDING, BUT NOT LIMITED TO, ITS' ELEVATORS, CORRIDORS, DOCKS AND COMMON AREAS DURING T DURATION OF THE PROJECT

ADDITIONAL CHARGES WILL BE INCURRED IF INSTALLATION CANNOT BE INITIATED AT THE TIME OF DELIVERY

TERMS OF SALE: PURCHASE ORDER TO INITIATE ORDER. BALANCE DUE NET 30 DAYS FROM DATE OF INVOICE OR PARTIAL INV A LATE FEE OF 1.5% PER MONTH WILL BE CHARGED ON ALL PAST DUE BALANCES.

HBI MAY NOT BE HELD RESPONSIBLE FOR DELAYS DUE TO OTHER TRADES, BUILDING RESTRICTIONS, OR CUSTOMER SITE DEL

QUOTE INCLUDES LABOR TO RECEIVE, INSPECT, DELIVER, INSTALL/SET IN PLACE/MAKE READY FOR USE, REMOVE ALL TRASH, PACKING MATERIALS FROM CUSTOMER PREMISES DURING NORMAL BUSINESS HOURS

FURNITURE ORDERS ARE PLACED BASED ON THE CUSTOMER'S REQUESTED INSTALLATION DATE. PRODUCT THAT MUST BE HI STORAGE LONGER THAN 30 DAYS MAY INCUR STORAGE FEES.

PLEASE REVIEW THIS QUOTE VERY CAREFULLY, AS THESE PRODUCTS ARE NON-RETURNABLE!!!!!!

Description	Quantity	Unit Price	Extended Price
1 RPF2427AP - Pedestal-Fixed, 2 box / 1 file, Proud steel front, 23 1/2D x 15W x 27H Basic Finish: METALLIC PAINT 4798 - STERLING METALLIC Lock Finish: POLISHED CHROME 9201 - POLISHED CHROME	3	510.41 1,187.00 57.00%	1,531.23

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



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**Quotation 28619**

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Description		Quantity	Unit Price	Extended Price
1	<b>Key: KEY RANDOM</b> <b>Drawer: FULL DRAWER</b> <b>File Drawer Accessories: None</b> <b>Pull: HANDLE PULL</b> <b>Pull Finish: PLATED METAL 9201 - POLISHED CHROME</b> <b>Lock: SINGLE LOCK</b> <b>STEELCASE</b> <b>Tag For</b> BBF/2/23			
2	 <b>RPF2427BP</b> - Pedestal-Fixed, 2 file, Proud steel front, 23 1/2D x 15W x 27H <b>Basic Finish: METALLIC PAINT 4798 - STERLING METALLIC</b> <b>Lock Finish: POLISHED CHROME 9201 - POLISHED CHROME</b> <b>Key: KEY RANDOM</b> <b>File Drawer Accessories: None</b> <b>Pull: HANDLE PULL</b> <b>Pull Finish: PLATED METAL 9201 - POLISHED CHROME</b> <b>Lock: SINGLE LOCK</b> <b>STEELCASE</b> <b>Tag For</b> FF/2/23	3	497.51 1,157.00 57.00%	1,492.53
3	 <b>RPXFTAKPP</b> - Filler-Proud steel / proud wood pedestal, Technology / Answer / Kick application <b>Basic Finish: METALLIC PAINT 4798 - STERLING METALLIC</b> <b>STEELCASE</b>	6	47.30 110.00 57.00%	283.80
4	 <b>TS71848TFGR</b> - Screen-Frameless glass, Thin, Recessed, 18H x 48W <b>TC OPT: *OPT:TOP CAP OPTIONS</b> <b>STD CAP: STANDARD TOP CAP</b> <b>TOP-CAP: TOP CAP</b> <b>TEXT PNT: *TOP-CAP:TEXTURED PAINT</b> <b>7250: STERLING DARK SOLID</b> <b>GLAS OPT: *OPT:GLASS OPTIONS</b> <b>FRMLS GL: STD:GLASS OPTION</b> <b>STEELCASE</b> <b>Tag For</b> FG/48-R	2	421.83 981.00 57.00%	843.66
5	<b>TS71860TFGR</b> - Screen-Frameless glass, Thin, Recessed, 18H x 60W <b>TC OPT: *OPT:TOP CAP OPTIONS</b>	6	499.23 1,161.00 57.00%	2,995.38

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**Quotation 28619**

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Description	Quantity	Unit Price	Extended Price
5 STD CAP: STANDARD TOP CAP TOP-CAP: TOP CAP TEXT PNT: *TOP-CAP:TEXTURED PAINT 7250: STERLING DARK SOLID GLAS OPT: *OPT:GLASS OPTIONS FRMLS GL: STD:GLASS OPTION STEELCASE Tag For FG/60-R			
6 TS73648TK - Panel skin-Tackable acoustical, 36H x 48W SURFACE: P427 STONE FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION STEELCASE	6	159.53 371.00 57.00%	957.18
7 TS73660TK - Panel skin-Tackable acoustical, 36H x 60W SURFACE: P427 STONE FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION STEELCASE	12	183.61 427.00 57.00%	2,203.32
8 TS742TEPJ - Junction-End of run, Thin, 42H TRIM: *OPT:TRIM PACKAGE PAINT: PAINTED TRIM PKG UPRIGHT: UPRIGHT TEXT PNT: *UPRIGHT:TEXTURED PAINT 7250: STERLING DARK SOLID STEELCASE Tag For E42	6	68.37 159.00 57.00%	410.22
9 TS742TTPJ - Junction-T, Thin, 42H TRIM: *OPT:TRIM PACKAGE PAINT: PAINTED TRIM PKG UPRIGHT: UPRIGHT TEXT PNT: *UPRIGHT:TEXTURED PAINT 7250: STERLING DARK SOLID STEELCASE Tag For T42	1	107.07 249.00 57.00%	107.07

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Quotation 28619

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Description		Quantity	Unit Price	Extended Price
10	TS742TXPJ - Junction-X, Thin, 42H TRIM: *OPT:TRIM PACKAGE PAINT: PAINTED TRIM PKG UPRIGHT: UPRIGHT TEXT PNT: *UPRIGHT:TEXTURED PAINT 7250: STERLING DARK SOLID STEELCASE Tag For X42	2	107.07 249.00 57.00%	214.14
11	TS748THF - Frame, Horizontal package, Thin, 48W BASIC: 7250 STERLING DARK SOLID TC OPT: *OPT:TOP CAP OPTIONS OMIT CAP: TOP CAP, OMITTED CABLEOPT: *OPT:CABLE TRAY OPTION NO TRAY: NO CABLE TRAY BASE OPT: *OPT:BASE TRIM OPTIONS KO BOTH: STD:KNOCKOUT BASE BOTH SIDES TRAY OPT: *OPT:BASE TRAY OPTION NO TRAY: NO BASE TRAY STEELCASE Tag For 48/42	2	72.67 169.00 57.00%	145.34
12	TS760THF - Frame, Horizontal package, Thin, 60W BASIC: 7250 STERLING DARK SOLID TC OPT: *OPT:TOP CAP OPTIONS OMIT CAP: TOP CAP, OMITTED CABLEOPT: *OPT:CABLE TRAY OPTION NO TRAY: NO CABLE TRAY BASE OPT: *OPT:BASE TRIM OPTIONS KO BOTH: STD:KNOCKOUT BASE BOTH SIDES TRAY OPT: *OPT:BASE TRAY OPTION NO TRAY: NO BASE TRAY STEELCASE Tag For 60/42	6	92.45 215.00 57.00%	554.70
13	TS7PK48X - Kit-Power, 3+1, 48W STEELCASE Tag For PK/48	8	137.60 320.00 57.00%	1,100.80

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Quotation 28619

Page 5 / 7 (cont'd)

Description	Quantity	Unit Price	Extended Price
14 TS76BPX - Power infeed, 3+1, 6L in ft PLASTIC: 6000 BLACK STEELCASE	1	171.57 399.00 57.00%	171.57
15 TS71SSX - Receptacle-System ground, Line 1, 3+1 PLASTIC: 6000 BLACK STEELCASE	2	27.95 65.00 57.00%	55.90
16 TS72SSX - Receptacle-System ground, Line 2, 3+1 PLASTIC: 6000 BLACK STEELCASE	2	27.95 65.00 57.00%	55.90
17 TS73SSX - Receptacle-System ground, Line 3, 3+1 PLASTIC: 6000 BLACK STEELCASE	2	27.95 65.00 57.00%	55.90
18 TS74SSX - Receptacle-System ground, Line 4, 3+1 PLASTIC: 6000 BLACK STEELCASE	2	27.95 65.00 57.00%	55.90
19 UCANT - Cantilever, On module application, 16W x 13D Basic Finish: TEXTURED PAINT 7250 - STERLING DARK SOLID STEELCASE Tag For CANT	3	71.81 167.00 57.00%	215.43
20 UEC2208L - Worksurface-Extended corner, Plastic edge, Laminate, Curved, Left hand, 23 1/2DL x 23 1/2DR x 59 1/2WL x 47 1/2WR Edge Finish: PLASTIC 6697 - FOG Top Surface Finish: LAMINATE FINISHES 2852 - TUNGSTEN FIBER (TRANS) Worksurface: SCALLOPS STEELCASE Tag For 24/60/48/24	3	480.74 1,118.00 57.00%	1,442.22
21 UEC2280R - Worksurface-Extended corner, Plastic edge, Laminate, Curved, Right hand, 23 1/2D L x 23 1/2DR x 47 1/2WL x 59 1/2WR Edge Finish: PLASTIC 6697 - FOG Top Surface Finish: LAMINATE FINISHES 2852 - TUNGSTEN FIBER (TRANS) Worksurface: SCALLOPS STEELCASE Tag For 24/48/60/24	3	480.74 1,118.00 57.00%	1,442.22

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**Quotation 28619**

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Description	Quantity	Unit Price	Extended Price
22 USSBR - Bracket-Side support STEELCASE Tag For SS	6	25.80 60.00 57.00%	154.80
23 TS742TIPJ - Junction-In line, Thin, 42H STEELCASE	1	48.59 113.00 57.00%	48.59
24 LABOR - TO TEAR ORIGINAL FURNITURE DOWN AND MOVE TO KNEW DISPATCH SPACE DOWN THE HALL HBIOFCSOL	1	850.00 0.00 0.00%	850.00

**Quotation Totals**

Sub Total	17,387.80
STEELCASE TARIFF RECOVERY CHARGE	577.21
Texas Non-Taxable	0.00
<b>Grand Total</b>	<b>17,965.01</b>

*Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection.  
Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample.  
For accuracy, order and view an actual sample.*

**End of Quotation**

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_



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**Quotation 28619**

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## Finish Summary

Product Type	Finish Group Description	Finish Description	Finish
Panel	BASIC (PRIMARY FINISH)	STERLING DARK SOLID	
Connector	UPRIGHT	STERLING DARK SOLID	
Panel Accessory	PLASTIC	BLACK	
	TOP CAP	STERLING DARK SOLID	
Tile or Screen	SURFACE	STONE	
Worksurface	Top Surface Finish	2852 - TUNGSTEN FIBER (TRANS)	
	Edge Finish	6697 - FOG	
Support or Bracket	Basic Finish	7250 - STERLING DARK SOLID	
Storage Accessory	Basic Finish	4798 - STERLING METALLIC	
Pedestal	Basic Finish	4798 - STERLING METALLIC	
	Lock Finish	9201 - POLISHED CHROME	
	Pull Finish	9201 - POLISHED CHROME	

Select Images are provided as a preliminary color and type representation and should not be used for final color and product selection. Due to individual computer/monitor/printer settings: color, texture, pattern, size and feature rendering may vary from the actual sample. For accuracy, order and view an actual sample.

Accepted by \_\_\_\_\_ Title \_\_\_\_\_ Date \_\_\_\_\_

## ATTACHMENT A

### 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 alterations 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 manufacturer'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 MAJEURE

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 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 2280 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 Travis Zamzow, 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 Travis Zamzow, 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.

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