

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date
 02/02/2026
 Page 01

VENDOR

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)
P600221	

VENDOR GUARANTEES MERCHANDISE 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
12744023290 MCCOY-ROCKFORD INC 6869 OLD KATY RD HOUSTON, TX 77024

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

SHIP TO:
TEXAS A&M FOREST SERVICE FIAD--PURCHASING 200 TECHNOLOGY WAY, SUITE 1151 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
1	USER REF: 000000-KRL Cubicles for room #1164 for IR ***** 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. EXEMPT PURCHASE - TEXAS A&M FOREST SERVICE PURCHASING PROCEDURES, SECTION 6 (EXEMPT PURCHASES). GROUP PURCHASE - AS PER TAMUS REGULATION 25.99.02 SECTION 3 AND TAMUS PROCUREMENT CODE SECTION 15. PER TERMS, CONDITIONS AND PRICING OF STEELCASE E&I CONTRACT #E100140 AGENCY TERMS AND CONDITIONS APPLY. POINT OF CONTACTS: TEXAS A&M FOREST SERVICE (PRIMARY) BLAKELY SNOE 200 TECHNOLOGY WAY, SUITE 1151 COLLEGE STATION, TX 77845 (979) 458-7312 BLAKELY.SNOE@TFS.TAMU.EDU MCCOY-ROCKFORD COMMERCIAL INTERIORS	1	JOB	47,052.120	47,052.12
				TOTAL	47,052.12

BGS

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

FOB: NOT SPECIFIED

Terms:

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

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

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

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

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

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT



PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date
02/02/2026

VENDOR

Page 02

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

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

VENDOR
12744023290 MCCOY-ROCKFORD INC 6869 OLD KATY RD HOUSTON, TX 77024

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

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

Item	Description	Quantity	UOM	Unit Price	Ext Price
BGS	ATTN: KIM SINGER 6869 OLD KATY ROAD HOUSTON, TX 77024 (713) 702-4286 KSINGER@MCCOYROCKFORD.COM VENDOR QUOTE: 273310 VENDOR REF: KIM SINGER				

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

FOB: NOT SPECIFIED

Terms:

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

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PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

Quote To

Texas A&M Forest Service
200 Technology Way
Suite 1120
College Station TX 77845-3424

Ship To

Texas A&M Forest Service
200 Technology Way
Suite 1120
College Station TX 77845-3424

Steelcase E&I Contract #E100140
2/28/2022-2/27/2027

- * Thank you for this opportunity!
- * The Quote provided is based on current governmental laws and regulations and is valid for 15 days from quote date. However, if any of the manufacturers quoted herein implement any price adjustments or surcharges due to changes in laws, regulations, tariffs, taxes, or other governmental mandates that increase the cost of goods, materials or services, the seller reserves the right to adjust pricing accordingly.
- * Price quoted includes delivery and installation during normal business hours, 7:30am - 4:30pm. After hours to be quoted upon request.
- * 65%-100% advance payment will be required based on credit approval along with a signed copy of all pages of the quote in order to proceed; credit card payments are accepted with a 3.5% fee.
- * Deliveries not concluded within 30 days of product receipt at the warehouse will be invoiced with payment due immediately and storage charges will commence.
- * Late delivery schedule changes may incur additional charges for trip charges and warehouse handling fees.
- * Full uniform conditions of sale are listed the last page of this quote and apply in full.

Description	Quantity	Unit Price	Extended Price
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Option 1 with Additional items for Curved Wall

1	442A30 - Gesture; Chair, Upholstered, Shell back, Adjustable seat depth Upholstery Color Scheme: Contrasting Back Finish: 3D Knit 5092 - GRAPHITE Seat Finish: Chainmail 5551 - SPACE Color Scheme: BlackBlack Arms Finish: Plastic - PG1 6205 - BLACK Base Finish: POLISHED ALUMINUM - 8046 8046 - Polished Aluminum Frame Finish: Plastic - PG1 6205 - BLACK Shell Finish: Plastic - PG1 6205 - BLACK Arm Type: 360 Arm w/ Upholstered Cap Arm Cap Finish: Elmosoft Leather L112 - Ebony	4	1,279.92	5,119.68
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Accepted by _____ Title _____ Date _____

Description	Quantity	Unit Price	Extended Price
<p>1 Arm Cap: Standard Position Lumbar Option: Lumbar Cylinder Type: Standard Range Base Type: Polished Aluminum Base Caster or Glide Type: Hard Casters Packaging: Not Applicable Soil Retardant Option: No Soil Retardant STEELCASE Tag For Option 1 with Additional items for Curved Wall GESTURE</p>			
<p>2 CRCT - Common Top, Worksurface Depth: 22.00000 Width: 60.00000 Top Surface Finish: Solid HPL 2730 - ARCTIC WHITE Edge Finish: Plastic - PG1 6009 - ARCTIC WHITE Thickness - Worksurface: 1.12500 Grommet Location: No Grommet STEELCASE Tag For Option 1 with Additional items for Curved Wall CT/22/77.875</p>	4	136.74	546.96
<p>3 CRCT - Common Top, Worksurface Depth: 30.00000 Width: 114.00000 Top Surface Finish: Solid HPL 2730 - ARCTIC WHITE Edge Finish: Plastic - PG1 6009 - ARCTIC WHITE Thickness - Worksurface: 1.12500 Grommet Location: No Grommet STEELCASE Tag For Option 1 with Additional items for Curved Wall CT/30/114</p>	4	357.76	1,431.04
<p>4 LECLIPSE - Steelcase Eclipse light Light Finish: Smooth Paint 4135 - Black Matte STEELCASE Tag For Option 1 with Additional items for Curved Wall EL-F</p>	4	228.48	913.92
<p>5 RBB72TAK - Universal; Bin-In the case, Technology / Answer / Kick application, 72W Basic Finish: METALLIC PAINT 4799 - PLATINUM METALLIC</p>	4	1,022.59	4,090.36

Accepted by _____ Title _____ Date _____

Description	Quantity	Unit Price	Extended Price
<p>5 Lock Finish: POLISHED CHROME 9201 - POLISHED CHROME Key: KEY RANDOM Door: STANDARD DOOR Door Assist: ASSIST Lock: LOCK Bracket: NO OPTIONAL BRACKETS Divider: DIVIDER STEELCASE Tag For Option 1 with Additional items for Curved Wall OH/72/16</p>			
<p>6 TS2PBBF22U - Pedestal, Box / box / file, Under worksurface, 22D BASIC: 4799 PLATINUM METALLIC KEYS: SK PLUG PULLS: *OPT:PULL OPTIONS LEDGE: LEDGE PULL PULL: PULL METALLIC: *PULL:METALLIC PAINT 4799: PLATINUM METALLIC TSPED: *OPT:TS PED OPTION PEN TRAY: PENCIL TRAY BOX DIV: BOX DRAWER DIVIDER (PKG of 2) FILE DIV: FILE DRAWER DIVIDER (PKG of 2) STEELCASE Tag For Option 1 with Additional items for Curved Wall BBF/2/22</p>	4	313.88	1,255.52
<p>7 TS2PFF22U - Pedestal, File / file, Under worksurface, 22D BASIC: 4799 PLATINUM METALLIC KEYS: SK PLUG PULLS: *OPT:PULL OPTIONS LEDGE: LEDGE PULL PULL: PULL METALLIC: *PULL:METALLIC PAINT 4799: PLATINUM METALLIC TSPED: *OPT:TS PED OPTION PEN TRAY: PENCIL TRAY FILE DIV: FILE DRAWER DIVIDER (PKG of 2) STEELCASE</p>	4	285.76	1,143.04

Accepted by _____ Title _____ Date _____

Description		Quantity	Unit Price	Extended Price
7	Tag For Option 1 with Additional items for Curved Wall FF/2/22			
8	TS71SSX - Receptacle-System ground, Line 1, 3+1 PLASTIC: 6249 PLATINUM SOLID CSTMPOPT: *OPT:Controlled Stamp Option NOSTAMP: STD:No Stamp STEELCASE Tag For Option 1 with Additional items for Curved Wall	4	24.03	96.12
9	TS72424TK - Panel skin-Tackable acoustical, 24H x 24W SURFACE: 5G51 SABLE FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION STEELCASE Tag For Option 1 with Additional items for Curved Wall	8	63.96	511.68
10	TS72436TK - Panel skin-Tackable acoustical, 24H x 36W SURFACE: 5G51 SABLE FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION STEELCASE Tag For Option 1 with Additional items for Curved Wall	4	72.09	288.36
11	TS72442TK - Panel skin-Tackable acoustical, 24H x 42W SURFACE: 5G51 SABLE FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION STEELCASE Tag For Option 1 with Additional items for Curved Wall	20	76.53	1,530.60
12	TS72472TK - Panel skin-Tackable acoustical, 24H x 72W SURFACE: 5G51 SABLE FAB DIR: *OPT:FABRIC DIRECTION HORZ: HORIZONTAL APPLICATION ONLY STEELCASE Tag For Option 1 with Additional items for Curved Wall	16	105.36	1,685.76
13	TS724THF - Frame, Horizontal package, Thin, 24W BASIC: 4799 PLATINUM METALLIC TC OPT: *OPT:TOP CAP OPTIONS STD CAP: STD:Std Top Cap	4	51.39	205.56

Accepted by _____ Title _____ Date _____

Description	Quantity	Unit Price	Extended Price
13 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 Option 1 with Additional items for Curved Wall 24/78			
14 TS72SSX - Receptacle-System ground, Line 2, 3+1 PLASTIC: 6249 PLATINUM SOLID CSTMPOPT: *OPT:Controlled Stamp Option NOSTAMP: STD:No Stamp STEELCASE Tag For Option 1 with Additional items for Curved Wall	4	24.03	96.12
15 TS736THF - Frame, Horizontal package, Thin, 36W BASIC: 4799 PLATINUM METALLIC TC OPT: *OPT:TOP CAP OPTIONS STD CAP: STD:Std Top Cap 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 Option 1 with Additional items for Curved Wall 36/78	2	57.67	115.34
16 TS73SSX - Receptacle-System ground, Line 3, 3+1 PLASTIC: 6249 PLATINUM SOLID CSTMPOPT: *OPT:Controlled Stamp Option NOSTAMP: STD:No Stamp STEELCASE Tag For Option 1 with Additional items for Curved Wall	4	24.03	96.12
17 TS742THF - Frame, Horizontal package, Thin, 42W BASIC: 4799 PLATINUM METALLIC TC OPT: *OPT:TOP CAP OPTIONS	10	65.44	654.40

Accepted by _____ Title _____ Date _____

Description	Quantity	Unit Price	Extended Price
17 STD CAP: STD:Std Top Cap 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 Option 1 with Additional items for Curved Wall 42/78			
18 TS74824TK - Panel skin-Tackable acoustical, 48H x 24W SURFACE: 5G51 SABLE FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION STEELCASE Tag For Option 1 with Additional items for Curved Wall	8	97.23	777.84
19 TS74836TK - Panel skin-Tackable acoustical, 48H x 36W SURFACE: 5G51 SABLE FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION STEELCASE Tag For Option 1 with Additional items for Curved Wall	4	112.02	448.08
20 TS74842TK - Panel skin-Tackable acoustical, 48H x 42W SURFACE: 5G51 SABLE FAB DIR: *OPT:FABRIC DIRECTION HORZ: STD:HORIZONTAL APPLICATION STEELCASE Tag For Option 1 with Additional items for Curved Wall	20	122.74	2,454.80
21 TS74872TK - Panel skin-Tackable acoustical, 48H x 72W SURFACE: 5G51 SABLE FAB DIR: *OPT:FABRIC DIRECTION HORZ: HORIZONTAL APPLICATION ONLY STEELCASE Tag For Option 1 with Additional items for Curved Wall	16	181.15	2,898.40
22 TS76BPX - Power infeed, 3+1, 6L in ft PLASTIC: 6249 PLATINUM SOLID STEELCASE	1	147.51	147.51

Accepted by _____ Title _____ Date _____

Description		Quantity	Unit Price	Extended Price
22	Tag For Option 1 with Additional items for Curved Wall BPI/6			
23	TS772THF - Frame, Horizontal package, Thin, 72W BASIC: 4799 PLATINUM METALLIC TC OPT: *OPT:TOP CAP OPTIONS STD CAP: STD:Std Top Cap 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 Option 1 with Additional items for Curved Wall 72/78	2	115.35	230.70
24	TS772THF - Frame, Horizontal package, Thin, 72W BASIC: 4799 PLATINUM METALLIC TC OPT: *OPT:TOP CAP OPTIONS STD CAP: STD:Std Top Cap 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 BASETRAY: BASE TRAY STEELCASE Tag For Option 1 with Additional items for Curved Wall 72/78c	6	117.19	703.14
25	TS778TEPJ - Junction-End of run, Thin, 78H TRIM: *OPT:TRIM PACKAGE PAINT: PAINTED TRIM PKG UPRIGHT: UPRIGHT METALLIC: *UPRIGHT:METALLIC PAINT 4799: PLATINUM METALLIC STEELCASE Tag For Option 1 with Additional items for Curved Wall E78	8	89.10	712.80
26	TS778TIPJ - Junction-In line, Thin, 78H	8	58.78	470.24

Accepted by _____ Title _____ Date _____

Description	Quantity	Unit Price	Extended Price
26 STEELCASE Tag For Option 1 with Additional items for Curved Wall 178			
27 TS778TLPJ - Junction-L, Thin, 78H TRIM: *OPT:TRIM PACKAGE PAINT: PAINTED TRIM PKG UPRIGHT: UPRIGHT METALLIC: *UPRIGHT:METALLIC PAINT 4799: PLATINUM METALLIC STEELCASE Tag For Option 1 with Additional items for Curved Wall L78	4	134.20	536.80
28 TS778TTPJ - Junction-T, Thin, 78H TRIM: *OPT:TRIM PACKAGE PAINT: PAINTED TRIM PKG UPRIGHT: UPRIGHT METALLIC: *UPRIGHT:METALLIC PAINT 4799: PLATINUM METALLIC STEELCASE Tag For Option 1 with Additional items for Curved Wall T78	5	134.20	671.00
29 TS7PK36X - Kit-Power, 3+1, 36W STEELCASE Tag For Option 1 with Additional items for Curved Wall PK/36	2	118.30	236.60
30 TS7PK72X - Kit-Power, 3+1, 72W STEELCASE Tag For Option 1 with Additional items for Curved Wall PK/72	3	178.57	535.71
32 TSAPDSA7842 - Answer; Door-Sliding, 78H x 42W FRAME: 4799 PLATINUM METALLIC INSERT: 6625 TRANSLUCENT DOOR OPT: *OPT:DOOR OPTIONS L HAND: LEFT HAND LOCK OPT: *OPT:LOCK OPTION WITHLOCK: WITH LOCK STEELCASE Tag For Option 1 with Additional items for Curved Wall 42/87/78L	2	1,752.38	3,504.76

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Description	Quantity	Unit Price	Extended Price
33 TSAPDSA7842 - Answer; Door-Sliding, 78H x 42W FRAME: 4799 PLATINUM METALLIC INSERT: 6625 TRANSLUCENT DOOR OPT: *OPT:DOOR OPTIONS R HAND: RIGHT HAND LOCK OPT: *OPT:LOCK OPTION WITHLOCK: WITH LOCK STEELCASE Tag For Option 1 with Additional items for Curved Wall 42/87/78R	2	1,752.38	3,504.76
35 UCANT - Cantilever, On module application, 16W x 13D Basic Finish: METALLIC PAINT 4799 - PLATINUM METALLIC STEELCASE Tag For Option 1 with Additional items for Curved Wall CANT	12	61.74	740.88
36 UFQ30LHANS - Leg-Universal, Left hand, Open, Answer application, 30D Basic Finish: METALLIC PAINT 4799 - PLATINUM METALLIC STEELCASE Tag For Option 1 with Additional items for Curved Wall OL/30	2	259.16	518.32
37 UFQ30RHANS - Leg-Universal, Right hand, Open, Answer application, 30D Basic Finish: METALLIC PAINT 4799 - PLATINUM METALLIC STEELCASE Tag For Option 1 with Additional items for Curved Wall OL/30	2	259.16	518.32
38 LOCKFR - FIELD INSTALLED LOCK PLUGS & KEYS, FR Lock Finish: Polished Chrome 9201 - POLISHED CHROME Key: KEY RANDOM STEELCASE Tag For Option 1 with Additional items for Curved Wall OL/30	20	N/C	N/C
Sub Total			39,391.24
STATE OF TEXAS - TAX EXEMPT			0.00
Total			39,391.24
39 LABOR TO DELIVER AND INSTALL DURING NORMAL BUSINESS HOURS. (D&I)	1	5,813.39	5,813.39

Quotation Totals

Accepted by _____ Title _____ Date _____

Sub Total	45,204.63
STEELCASE STEELCASE SURCHARGE	1,545.47
HOUSTON - 8.25% SALES TAX	302.02
STATE OF TEXAS - TAX EXEMPT	0.00
Grand Total	47,052.12

*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 _____

Finish Summary

Product Type	Finish Group Description	Finish Description	Finish
Panel	BASIC (PRIMARY FINISH)	PLATINUM METALLIC	
Connector	UPRIGHT	PLATINUM METALLIC	
Panel Accessory	FRAME	PLATINUM METALLIC	
	PLASTIC	PLATINUM SOLID	
	INSERT	TRANSLUCENT	
Tile or Screen	SURFACE	SABLE	
Support or Bracket	Basic Finish	4799 - Platinum Metallic	
Overdesk Storage	Basic Finish	4799 - Platinum Metallic	
	Lock Finish	9201 - Polished Chrome	
Freestanding Storage	Top Surface Finish	2730 - ARCTIC WHITE	
	Edge Finish	6009 - ARCTIC WHITE	
Pedestal	BASIC (PRIMARY FINISH)	PLATINUM METALLIC	
	PULL	PLATINUM METALLIC	
Seating	Back Finish	5092 - Graphite	
	Seat Finish	5551 - Space	
	Frame Finish	6205 - Black	
	Arms Finish	6205 - Black	
	Shell Finish	6205 - Black	
	Base Finish	8046 - Polished Aluminum	
	Arm Cap Finish	L112 - Ebony	
Lighting	Light Finish	4135 - Black Matte	
Miscellaneous	Lock Finish	9201 - Polished Chrome	

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Uniform Conditions of Sale

1. These Uniform Conditions of Sale shall apply to every sale or offer of goods or services by McCoy Rockford, Inc. (and any of its operating divisions or affiliated companies) ("Seller") to any party that purchases goods or receives services from Seller (each, a "Customer"). Pursuant to these Uniform Conditions of Sale, Customer may issue a request to Seller for goods or services (each request being a separate "Order").
2. These Conditions of Sale, together with the Application for Credit and the written terms of the quote provided by Seller (if any), shall collectively constitute the "Contract" with regards to each Order. This Contract contains all of the terms of the purchase and no attempted modification or amendment (including, but not limited to form terms included in Customer's purchase order or acknowledgement) shall be valid unless it is signed by an officer of Seller.
3. Customer's act of signing the quote, accepting the work, or paying for any portion of the work shall constitute an acceptance of the Contract with regards to such Order. If a quote is provided to Customer, the price offered by Seller to Customer for the quantity and type of goods or services listed in the quote shall remain open for a period of thirty (30) days before automatically expiring. Seller may withdraw or modify a quote any time before receipt of the required deposit. Any quote provided is subject to supplier, transportation, and/or government surcharges, fees, taxes or similar charges imposed by others, and which are passed through to Customer which may increase the cost.
4. The purchase price is based on the installation being made during the normal eight-hour, five-day workweek, excluding holidays. If installation is required outside of this, it will be done at premium rates. Additional charges will be billed to Customer if free and ready access to job site is not provided by Customer.
5. **All cash term orders require 100% deposit prior to order being processed. Customer can request credit with Seller for orders. A deposit for work depends on qualification but is at least 65% of the total Order amount.**
6. Seller may invoice Customer periodically based on the percentage of the work complete or quantity of goods delivered in accordance with Seller's standard practices. **Customer agrees to pay Seller any and all payments due within thirty (30) days from Customer's receipt of an invoice.** Notwithstanding the foregoing, the Parties may agree to a longer payment schedule or the issuance of invoices only upon reaching agreed-to milestones if such terms are provided for in Seller's written quote (subject to credit approval for the same). Outstanding amounts shall bear interest at the lesser of (i) one and one-half percent (1½%) per month or (ii) the maximum rate allowed by law. Customer shall also pay any and all of Seller's attorneys' fees and court costs if any amounts hereunder are collected by an attorney or through legal proceedings. **ALL purchases made with credit cards are subject to a 3.5% processing fee that Customer is responsible for paying, unless specified by a special agreement.**
7. All merchandise is specifically manufactured to Customer's specification and therefore, Orders cannot be suspended, cancelled, or returned by Customer under any circumstances without Seller's written consent after acceptance of the quote. If a cancellation or return is agreed upon, the returned items are subject to a restocking charge at Seller's standard rates (and/or manufacturer's standard rates if returned to the manufacturer) up to one hundred percent (100%) of the Order value.
8. Risk of loss for any work shall pass to Customer upon delivery (regardless of when title passes), including, but not limited to any loss or damage caused by other trades (such as painting or plastering), telephone installation, or the elements. **CUSTOMER AGREES TO INDEMNIFY, DEFEND, RELEASE AND HOLD SELLER HARMLESS FROM ANY CLAIMS ARISING OUT OF PROPERTY DAMAGE OR PERSONAL INJURY TO CUSTOMER, CUSTOMER'S AFFILIATES, OR CUSTOMER'S EMPLOYEES, AGENTS OR INVITEES WHICH OCCURS AFTER DELIVERY, REGARDLESS OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR FAULT OF SELLER (but expressly excluding from this indemnity Customer's warranty claims under Paragraph 11 to the extent such loss or damage is covered thereby).** The delivery terms for the Order shall be those provided for in Seller's written quote to customer. Upon delivery, Customer shall immediately inspect the products for conformity and visible defects.
9. If Customer is not ready to receive the Order, merchandise will be stored at Seller's warehouse at Seller's current storage rate per 30-day period unless otherwise provided by Seller in writing as part of

the Contract. Double handling will be charged for all merchandise redirected to Seller's warehouse. Customer will not be responsible for storage incurred as a result of manufacturer order errors. Seller shall not be responsible for damage to completed Orders in Seller's storage as a result of Customer's inability or unwillingness to accept delivery and Customer shall **DEFEND, INDEMNIFY, RELEASE AND HOLD HARMLESS SELLER FOR ANY CLAIMS RESULTING FROM DAMAGE TO THE ORDER WHILE SUCH ORDER IS IN STORAGE WITH SELLER REGARDLESS OF THE SOLE, JOINT OR CONCURRENT NEGLIGENCE, STRICT LIABILITY OR FAULT OF SELLER.**

10. **SELLER'S LIMITED WARRANTY.** Goods purchased under each Order are warranted by the manufacturer's warranty applicable to such goods at time of Order entry. Seller will support Customer in processing of warranty claims with the manufacturer and provide necessary service to complete warranted repairs as approved by manufacturer. Seller shall not be held liable for a warranty claim rejected by manufacturer. The Seller is the service provider for all manufacturer warranty claims on merchandise sold. All warranties for goods shall follow the individual manufacturer warranty. Additionally, if Customer directs Seller to use a manufacturer or contractor who will perform manufacturing or delivery of goods to be used, Buyer assumes the risk for any failure by that manufacturer or contractor to deliver the goods or refund for the failure of delivery.

Subject to the preceding, Seller warrants to the original purchaser that all work will conform to the written specifications and will be free from defects in installation or material for twelve (12) months from delivery. The work shall be subject to reasonable variations from standard in color, quality, finish, and variations allowed by the trade customs of the industry. Seller will re-perform, repair, or replace goods failing to meet the above warranties that arise during, and are reported in writing before the expiration of, the warranty period. These warranties shall not apply to normal punch list completion work.

SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES OR REPRESENTATIONS NOT EXPRESSLY CONTAINED HEREIN AND CUSTOMER AGREES THAT NO OTHER WARRANTIES OR REPRESENTATIONS HAVE BEEN RELIED UPON OR MADE THE BASIS FOR ANY BARGAIN. CUSTOMER'S EXCLUSIVE REMEDY FOR NON-CONFORMING, DEFECTIVE, OR DEFICIENT GOODS OR SERVICES (WHETHER BASED ON CONTRACT, IN TORT, OR OTHERWISE) IS SELLER'S EXPRESS WARRANTY TO REPAIR, RE-PERFORM, OR REPLACE PROVIDED ABOVE.

11. LIMITATION OF LIABILITY:

A. **NEITHER PARTY HERETO SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES REGARDLESS OF THE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT (EITHER SOLE OR CONCURRENT) OF EITHER PARTY AND EACH PARTY HEREBY RELEASES THE OTHER IN THIS REGARD.**

B. **THE MAXIMUM AGGREGATE LIABILITY OF SELLER FOR ANY LOSS OR DAMAGE OF ANY KIND TO SELLER SHALL NOT EXCEED THE AMOUNT RECEIVED BY SELLER FROM CUSTOMER FOR THE ORDER. THIS LIMITATION OF LIABILITY SHALL APPLY REGARDLESS OF FAULT AND REGARDLESS OF WHETHER SUCH CLAIM IS BASED UPON CONTRACT, WARRANTY, INDEMNITY, TORT/EXTRA-CONTRACTUAL LIABILITY (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.**

12. Seller shall not be liable for any failure, delay, or interruption in performance of this Contract which is occasioned by causes beyond its control, including, but not restricted to: fires, floods, pandemics, strikes, lock-outs, labor disputes, accidents, interruptions in transportation services, shortage of raw materials, failure to obtain delivery from manufacturers, any ruling, regulation, or law of any government bureau or agency, or any other cause giving rise to total or partial stoppage to Seller's supplies. Delays so caused shall not release Customer from its obligations to accept and pay for merchandise.

13. This agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding any choice of law rules that would apply the law of another jurisdiction. In the event of litigation or arbitration, venue shall lie in Houston, Harris County, Texas and each party agrees to submit to the jurisdiction of the courts located therein.

14. Any credit offered for future purchases shall expire if not used within ninety (90) days.

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 MAJURE**

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the contractor. To obtain release on Force Majeure, the vendor must file a written request to the TFS.
 7. **PAYMENT**

Vendor shall submit one (1) copy of an itemized invoice 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 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.