

VENDOR

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

Order Date  
08/19/2020

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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)
P100069	

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

<b>INVOICE TO:</b>
TEXAS A&M FOREST SERVICE FIAD--PAYROLL & SUPPORT SVCS 200 TECHNOLOGY WAY, SUITE 1120 COLLEGE STATION TX 77845-3424
<b>SHIP TO:</b>
TEXAS A&M FOREST SERVICE FIAD--PAYROLL & SUPPORT SVCS 200 TECHNOLOGY WAY, SUITE 1120 COLLEGE STATION TX 77845-3424

<b>VENDOR</b>
11505710560 HUMAN TECHNOLOGIES CORPORATION 2260 DWYER AVE UTICA, NY 13501-1102

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

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

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

Item	Description	Quantity	UOM	Unit Price	Ext Price
1	<p>USER REF: 000000-AJD</p> <p>Estimate for TFS agency wide uniform purchases for fiscal year 2021.</p> <p>***** NET 30 *****</p> <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>EXEMPTION FROM COMPETITIVE BIDDING BASED ON COOPERATIVE AGREEMENT CONTRACT NUMBER 12318719C0001 BETWEEN TFS AND U.S. FOREST SERVICE. THE ATTACHED TFS TERMS AND CONDITIONS SHALL APPLY AS LONG AS NOT IN CONFLICT WITH USFS CONTRACT CONDITIONS.</p> <p>VENDOR QUOTE: 12318718R8 VENDOR REF: GREGORY FRANK AT 315-724-9891</p>	1	LOT	147,000.000	147,000.00
				TOTAL	147,000.00

AJD

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.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

*Alonso Degeho*  
PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE**

2. CONTRACT NO. 12318719C0001  
3. AWARD/EFFECTIVE DATE \_\_\_\_\_  
4. ORDER NUMBER \_\_\_\_\_  
5. SOLICITATION NUMBER 12318718R0008  
6. SOLICITATION ISSUE DATE 06/14/2018

7. FOR SOLICITATION INFORMATION CALL: **JASON KING**  
a. NAME: JASON KING  
b. TELEPHONE NUMBER (No collect calls): (703) 605-5309  
8. OFFER DUE DATE/LOCAL TIME: ET

9. ISSUED BY: USDA FOREST SERVICE  
AQM PROC PROPERTY  
1400 INDEPENDENCE AVE SW MS-1138  
WASHINGTON DC 20250-1138  
CODE: 3187

10. THIS ACQUISITION IS:  UNRESTRICTED OR  SET ASIDE: % FOR: \_\_\_\_\_  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMAI I BUSINESS PROGRAM  
 EDWOSB  
 8(A)  
 NAICS: 315210  
 SIZE STANDARD: 500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  SEE SCHEDULE  
12. DISCOUNT TERMS \_\_\_\_\_  
13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)   
13b. RATING \_\_\_\_\_  
14. METHOD OF SOLICITATION:  RFQ  IFB  RFP

15. DELIVER TO: \_\_\_\_\_ CODE: \_\_\_\_\_  
16. ADMINISTERED BY: USDA FOREST SERVICE  
AQM PROC PROPERTY  
1400 INDEPENDENCE AVE SW MS-1138  
WASHINGTON DC 20250-1138  
CODE: 3187

17a. CONTRACTOR/OFFEROR: HUMAN TECHNOLOGIES CORPORATION  
2260 DWYER AVE  
1100100101  
UTICA NY 13501-1193  
CODE: 1100100101# FACILITY CODE: \_\_\_\_\_

18a. PAYMENT WILL BE MADE BY: INVOICE PROCESSING PLATFORM IPP  
ALL INVOICES MUST BE SUBMITTED ELECTRONICALLY THROUGH THE INVOICE PROCESSING PLATFORM IPP VIA WWW IPP GOV  
CODE: IPP

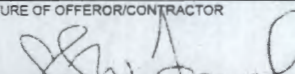
TELEPHONE NO. \_\_\_\_\_  
 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER  
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED  SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	Contractor shall provide FS Uniforms in accordance with the performance work statement and specifications.  Monthly Invoices shall be submitted to the COR via email for review and forwarding to ASC SWAM Group for payment. Period of Performance: 01/01/2019 to 12/31/2023  The total amount of award: \$0.00. The obligation Continued ... (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: See schedule  
26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$0.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.  
 29. AWARD OF CONTRACT: \_\_\_\_\_ OFFER DATED \_\_\_\_\_ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR:   
 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER): **JASON KING**  
 Digitally signed by JASON KING  
 Date: 2018.12.21 15:50:18 -05'00'

30b. NAME AND TITLE OF SIGNER (Type or print): Gregory Frank, Chief Operating Officer  
 30c. DATE SIGNED: 21Dec2018  
 31b. NAME OF CONTRACTING OFFICER (Type or print): JASON M. KING  
 31c. DATE SIGNED: \_\_\_\_\_

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	for this award is shown in box 26.				

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED     INSPECTED     ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32c. DATE \_\_\_\_\_ 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_ 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE \_\_\_\_\_

33. SHIP NUMBER \_\_\_\_\_ 34. VOUCHER NUMBER \_\_\_\_\_ 35. AMOUNT VERIFIED CORRECT FOR \_\_\_\_\_ 36. PAYMENT \_\_\_\_\_ 37. CHECK NUMBER \_\_\_\_\_  
 PARTIAL     FINAL     COMPLETE     PARTIAL     FINAL

38. S/R ACCOUNT NUMBER \_\_\_\_\_ 39. S/R VOUCHER NUMBER \_\_\_\_\_ 40. PAID BY \_\_\_\_\_

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT \_\_\_\_\_ 42a. RECEIVED BY (*Print*) \_\_\_\_\_  
 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER \_\_\_\_\_ 41c. DATE \_\_\_\_\_ 42b. RECEIVED AT (*Location*) \_\_\_\_\_  
 42c. DATE REC'D (*YY/MM/DD*) \_\_\_\_\_ 42d. TOTAL CONTAINERS \_\_\_\_\_

**SECTION B – SCHEDULE**

HTC ITEM NUMBER	DESCRIPTION	Unit of Issue	FOB Origin	Freight Amount	FOB DESTINATION PRICE
FS010	Large Insignia Belt Buckle	EA	\$ 38.72	\$ 2.25	\$ 40.97
FS012	Small Insignia Dress Belt Buckle	EA	\$ 41.60	\$ 2.41	\$ 44.01
FS015	Volunteer Belt Buckle	EA	\$ 47.34	\$ 2.75	\$ 50.09
FS017	USFS Brass Badge	EA	\$ 16.16	\$ 1.00	\$ 17.16
FS050	Unisex Boot Socks	PR	\$ 8.33	\$ 1.00	\$ 9.33
FS051	Unisex Boot Socks	PR	\$ 9.18	\$ 1.00	\$ 10.18
FS100	Men's Dress Blouse Coat	EA	\$ 239.46	\$ 13.89	\$ 253.35
FS1000	Unisex Parka & Hood	EA	\$ 177.71	\$ 10.31	\$ 188.01
FS101	Women's Dress Blouse Coat	EA	\$ 238.33	\$ 13.82	\$ 252.15
FS102	Men's IKE Jacket	EA	\$ 207.55	\$ 12.04	\$ 219.59
FS103	Women's IKE Jacket	EA	\$ 206.59	\$ 11.98	\$ 218.57
FS1349	Unisex Windbreaker	EA	\$ 45.33	\$ 2.63	\$ 47.96
FS1349A	Unisex Volunteer Windbreaker	EA	\$ 45.01	\$ 2.61	\$ 47.62
FS1349PS	Partners in Service Windbreaker	EA	\$ 45.01	\$ 2.61	\$ 47.62
FS150	Four-In-Hand Tie	EA	\$ 4.17	\$ 1.00	\$ 5.17
FS160	Clip-On Tie	EA	\$ 4.10	\$ 1.00	\$ 5.10
FS170	Floppy Bow Tie	EA	\$ 4.53	\$ 1.00	\$ 5.53
FS200	Men's Poly Cotton Long Sleeve Field Shirt	EA	\$ 36.38	\$ 2.11	\$ 38.49
FS201	Women's Poly Cotton Long Sleeve Field Shirt	EA	\$ 36.04	\$ 2.09	\$ 38.13
FS210	Men's Poly Cotton Short Sleeve Field Shirt	EA	\$ 35.14	\$ 2.04	\$ 37.17
FS211	Women's Poly Cotton Short Sleeve Field Shirt	EA	\$ 35.14	\$ 2.04	\$ 37.17
FS212	Men's Cotton Short Sleeve Field Shirt	EA	\$ 40.14	\$ 2.33	\$ 42.46
FS213	Women's Cotton Short Sleeve Field Shirt	EA	\$ 40.14	\$ 2.33	\$ 42.46
FS214	Men's Cotton Long Sleeve Field Shirt	EA	\$ 41.53	\$ 2.41	\$ 43.94
FS215	Women's Cotton Long Sleeve Field Shirt	EA	\$ 41.53	\$ 2.41	\$ 43.94
FS216	Unisex Wool Field Shirt	EA	\$ 111.61	\$ 6.47	\$ 118.09
FS225	Unisex Cardigan Sweater	EA	\$ 48.11	\$ 2.79	\$ 50.90
FS226	Unisex Sweater Vest	EA	\$ 29.91	\$ 1.73	\$ 31.65
FS229	Stetson Felt Hat	EA	\$ 150.87	\$ 8.75	\$ 159.62
FS239	Stetson Straw Hat	EA	\$ 50.29	\$ 2.92	\$ 53.21
FS248	Men's Polyester/Cotton Standard Fit Lined Casual Trousers with Expandable Waistband	EA	\$ 60.90	\$ 3.53	\$ 64.43
FS249	Women's Polyester/Cotton Standard Fit Lined Casual Trousers with Expandable Waistband	EA	\$ 59.27	\$ 3.44	\$ 62.71
FS250	Men's Light Green Cotton Jean	EA	\$ 40.25	\$ 2.33	\$ 42.59
FS251	Women's Light Green Cotton Jean	EA	\$ 40.25	\$ 2.33	\$ 42.59
FS258R	Men's 100% Cotton Relaxed Fit Jeans with Expandable Waistband	EA	\$ 41.50	\$ 2.41	\$ 43.90

FS258S	Men's 100% Cotton Standard Fit Jeans with Expandable Waistband	EA	\$ 41.50	\$ 2.41	\$ 43.90
FS259R	Women's 100% Cotton Relaxed Fit Jeans with Expandable Waistband	EA	\$ 41.50	\$ 2.41	\$ 43.90
FS259S	Women's 100% Cotton Standard Fit Jeans with Expandable Waistband	EA	\$ 41.50	\$ 2.41	\$ 43.90
FS260	Zip-Off Pant Green Nylon	EA	\$ 95.35	\$ 5.53	\$ 100.88
FS310	Unisex Wool Cruiser Coat	EA	\$ 263.92	\$ 15.31	\$ 279.23
FS314	Men's Cargo Shorts	EA	\$ 49.49	\$ 2.87	\$ 52.36
FS315	Women's Cargo Shorts	EA	\$ 49.49	\$ 2.87	\$ 52.36
FS328	Twill Baseball Cap	EA	\$ 13.20	\$ 1.00	\$ 14.20
FS330	Stretch Fit Enclosed Baseball Cap	EA	\$ 13.79	\$ 1.00	\$ 14.79
FS356	Stocking Cap	EA	\$ 12.74	\$ 1.00	\$ 13.74
FS362	Men's Fleece Lined Vest	EA	\$ 76.70	\$ 4.45	\$ 81.14
FS363	Women's Fleece Lined Vest	EA	\$ 71.29	\$ 4.14	\$ 75.43
FS364	Men's Fleece Top	EA	\$ 66.06	\$ 3.83	\$ 69.89
FS365	Women's Fleece Top	EA	\$ 62.57	\$ 3.63	\$ 66.20
FS366	Men's Fleece Bottoms	EA	\$ 53.23	\$ 3.09	\$ 56.32
FS367	Women's Fleece Bottoms	EA	\$ 53.23	\$ 3.09	\$ 56.32
FS368	Polar Hat	EA	\$ 25.31	\$ 1.47	\$ 26.78
FS369	Unisex Gaiters	EA	\$ 93.40	\$ 5.42	\$ 98.81
FS370	Unisex Cold Weather Glove	EA	\$ 67.60	\$ 3.92	\$ 71.52
FS372	Men's 3-Season Jacket	EA	\$ 85.39	\$ 4.95	\$ 90.34
FS373	Women's 3-Season Jacket	EA	\$ 81.44	\$ 4.72	\$ 86.16
FS376	Unisex Rain/Wind Shell	EA	\$ 204.92	\$ 11.89	\$ 216.81
FS378	Men's Ski Jacket	EA	\$ 240.84	\$ 13.97	\$ 254.81
FS379	Women's Ski Jacket	EA	\$ 240.84	\$ 13.97	\$ 254.81
FS392	Unisex Rain/Wind Pants	EA	\$ 155.18	\$ 9.00	\$ 164.18
FS401	Maternity Long Sleeve Shirt	EA	\$ 31.87	\$ 1.85	\$ 33.71
FS410	Unisex Wool Pants	EA	\$ 192.04	\$ 11.14	\$ 203.18
FS411	Maternity Short Sleeve Shirt	EA	\$ 30.79	\$ 1.79	\$ 32.57
FS432	Maternity Slacks	EA	\$ 48.36	\$ 2.80	\$ 51.16
FS453	Unisex Wool Bib Overalls	EA	\$ 239.46	\$ 13.89	\$ 253.35
FS500	Unisex Cotton Coveralls	EA	\$ 86.97	\$ 5.04	\$ 92.02
FS509	Unisex Volunteer Vest	EA	\$ 37.13	\$ 2.15	\$ 39.29
FS509PS	Unisex Partners in Service Vest	EA	\$ 37.13	\$ 2.15	\$ 39.29
FS520	Volunteer Mesh Baseball Cap	EA	\$ 12.89	\$ 1.00	\$ 13.89
FS520PS	Partners in Service Mesh Baseball Cap	EA	\$ 12.89	\$ 1.00	\$ 13.89
FS540	Volunteer Twill Baseball Cap	EA	\$ 12.89	\$ 1.00	\$ 13.89
FS540PS	Partners in Service Twill Baseball Cap	EA	\$ 12.89	\$ 1.00	\$ 13.89
FS600	Gold name plate	EA	\$ 11.16	\$ 1.00	\$ 12.16
FS601	Plastic Nameplate	EA	\$ 4.71	\$ 1.00	\$ 5.71
FS603	Women's Dress Uniform Skirt	EA	\$ 102.40	\$ 5.94	\$ 108.34
FS605	Gold Centennial Name Bar-Tab	EA	\$ 8.05	\$ 1.00	\$ 9.05
FS610	Men's Dress Trousers	EA	\$ 85.52	\$ 4.96	\$ 90.48
FS611	Women's Dress Trousers	EA	\$ 85.13	\$ 4.94	\$ 90.07

FS670	Women's SS Polo Shirts-White	EA	\$ 35.94	\$ 2.08	\$ 38.02
FS671	Women's LS Polo Shirts-White	EA	\$ 39.56	\$ 2.29	\$ 41.85
FS672	Women's SS Polo Shirts-Khaki	EA	\$ 35.94	\$ 2.08	\$ 38.02
FS673	Women's LS Polo Shirts-Khaki	EA	\$ 39.53	\$ 2.29	\$ 41.82
FS685	SS Patrol Polo Shirts-White	EA	\$ 35.83	\$ 2.08	\$ 37.91
FS686	LS Patrol Polo Shirts-White	EA	\$ 39.53	\$ 2.29	\$ 41.82
FS687	SS Patrol Polo Shirts-Khaki	EA	\$ 35.83	\$ 2.08	\$ 37.91
FS688	LS Patrol Polo Shirts-Khaki	EA	\$ 39.56	\$ 2.29	\$ 41.85
FS690EMB	Mock Turtleneck -Unisex EMB	EA	\$ 40.94	\$ 2.37	\$ 43.32
FS690SP	Mock Turtleneck -Unisex SP	EA	\$ 40.94	\$ 2.37	\$ 43.32
FS700	Dress Belt Wide	EA	\$ 19.18	\$ 1.11	\$ 20.29
FS701	Dress Belt Narrow	EA	\$ 17.53	\$ 1.02	\$ 18.55
FS7160R	Men's Polyester/Cotton Relaxed Fit Casual Trousers	EA	\$ 46.40	\$ 2.69	\$ 49.10
FS7160S	Men's Polyester/Cotton Standard Fit Casual Trousers	EA	\$ 46.40	\$ 2.69	\$ 49.10
FS7161R	Women's Polyester/Cotton Relaxed Fit Casual Trousers	EA	\$ 46.40	\$ 2.69	\$ 49.10
FS7161S	Women's Polyester/Cotton Standard Fit Casual Trousers	EA	\$ 46.40	\$ 2.69	\$ 49.10
FS7170R	Men's Polyester/Cotton Relaxed Fit Cargo Pants	EA	\$ 48.05	\$ 2.79	\$ 50.84
FS7170S	Men's Polyester/Cotton Standard Fit Cargo Pants	EA	\$ 48.05	\$ 2.79	\$ 50.84
FS7171R	Women's Polyester/Cotton Relaxed Fit Cargo Pants	EA	\$ 48.05	\$ 2.79	\$ 50.84
FS7171S	Women's Polyester/Cotton Standard Fit Casual Trousers	EA	\$ 48.05	\$ 2.79	\$ 50.84
FS720	Field Belt Wide Basketweave	EA	\$ 20.69	\$ 1.20	\$ 21.89
FS721	Field Belt Narrow Basketweave	EA	\$ 18.75	\$ 1.09	\$ 19.84
FS800	Men's Law Enforcement Long Sleeve Shirt	EA	\$ 68.46	\$ 3.97	\$ 72.43
FS801	Women's Law Enforcement Long Sleeve Shirt	EA	\$ 68.46	\$ 3.97	\$ 72.43
FS810	Men's Law Enforcement Short Sleeve Shirt	EA	\$ 60.19	\$ 3.49	\$ 63.69
FS811	Women's Law Enforcement Short Sleeve Shirt	EA	\$ 60.19	\$ 3.49	\$ 63.69
FS820	Men's Law Enforcement Cargo Pants	EA	\$ 66.49	\$ 3.86	\$ 70.35
FS821	Women's Law Enforcement Cargo Pants	EA	\$ 65.32	\$ 3.79	\$ 69.11
FS828	LE Adjustable Snap back Hat	EA	\$ 14.47	\$ 1.00	\$ 15.47
FS830	SS Patrol Polo Enforcement-Khaki	EA	\$ 35.83	\$ 2.08	\$ 37.91
FS831	LS Patrol Polo Enforcement-Khaki	EA	\$ 39.56	\$ 2.29	\$ 41.85
FS835	SS Patrol Polo Special Agent-Khaki	EA	\$ 35.83	\$ 2.08	\$ 37.91
FS836	LS Patrol Polo Special Agent-Khaki	EA	\$ 39.56	\$ 2.29	\$ 41.85
FS842	Law Enforcement Campaign Hat	EA	\$ 133.77	\$ 7.76	\$ 141.53
FS845	Law Enforcement Belt	EA	\$ 16.38	\$ 1.00	\$ 17.38
FS846LE	Stretch Fit Twill Baseball Cap w/Patch "Law Enforcement"	EA	\$ 15.05	\$ 1.00	\$ 16.05
FS846SA	Stretch Fit Twill Baseball Cap w/Patch "Special Agent"	EA	\$ 15.05	\$ 1.00	\$ 16.05
FS846LESD	Stretch Fit Twill Baseball Cap w/Patch "Law Enforcement"-SUBDUED	EA	\$ 15.05	\$ 1.00	\$ 16.05

FS846SASD	Stretch Fit Twill Baseball Cap w/Patch "Special Agent" - SUBDUED	EA	\$ 15.05	\$ 1.00	\$ 16.05
FS850	Unisex Law Enforcement Jacket	EA	\$ 470.42	\$ 27.28	\$ 497.71
FS855	Unisex Law Enforcement Utility Sweater	EA	\$ 110.34	\$ 6.40	\$ 116.74
FS875LE	Law Enforcement Gold Nameplate	EA	\$ 11.16	\$ 1.00	\$ 12.16
FS875SA	Law Enforcement Gold Nameplate	EA	\$ 11.16	\$ 1.00	\$ 12.16
FS880	Men's Law Enforcement Class "A" IKE Jacket	EA	\$ 215.10	\$ 12.48	\$ 227.58
FS881	Women's Law Enforcement Class "A" IKE Jacket	EA	\$ 214.14	\$ 12.42	\$ 226.56
FS882	Men's Law Enforcement Dress Trousers	EA	\$ 100.85	\$ 5.85	\$ 106.70
FS883	Women's Law Enforcement Dress Trousers	EA	\$ 100.46	\$ 5.83	\$ 106.28
FS890	LE Mock Turtleneck	EA	\$ 40.94	\$ 2.37	\$ 43.32
FS962	Unisex River Shorts	EA	\$ 36.04	\$ 2.09	\$ 38.13
FS9521	Patch, Cap, Forest Service, Dept of Agriculture, 2 5/8 x 2 3/4"	EA	\$ 1.14	\$ 1.00	\$ 2.14
FS9523	Patch, Shoulder, Forest Service, Dept Of Agriculture, 3 3/4 X 3 1/2"	EA	\$ 2.66	\$ 1.00	\$ 3.66
FS9555	Partners in Service/ packs of 10	PK	\$ 14.37	\$ 1.00	\$ 15.37
FS9556	USFS VOLUNTEER/ packs of 10	PK	\$ 14.37	\$ 1.00	\$ 15.37
FSLE9030	SMALL, ENFORCEMENT GOLD 2 5/8" X 1 7/8"	EA	\$ 3.02	\$ 1.00	\$ 4.02
FSLE9031	LARGE, ENFORCEMENT GOLD 3 3/4" x2 5/8"	EA	\$ 3.02	\$ 1.00	\$ 4.02
FSSA9032	SMALL, SPECIAL AGENT GOLD 2 5/8" X 1 7/8"	EA	\$ 3.02	\$ 1.00	\$ 4.02
FSSA9033	LARGE, SPECIAL AGENT GOLD 3 3/4" x2 5/8"	EA	\$ 3.02	\$ 1.00	\$ 4.02
FSLE9712	USFS Dept of Agriculture ENFORCEMENT GREEN	EA	\$ 3.66	\$ 1.00	\$ 4.66
FSLE9720	SUBDUED "USDA" Shoulder Emblem 3 3/4" x 3 1/2"	EA	\$ 3.66	\$ 1.00	\$ 4.66
FSLE9721	SUBDUED "ENFORCEMENT" Shoulder Emblem 3 3/4" x 3 1/2"	EA	\$ 3.66	\$ 1.00	\$ 4.66
FSLE9723	SUBDUED "ENFORCEMENT" badge Patch (Small) 2 5/8" x 1 7/8"	EA	\$ 2.53	\$ 1.00	\$ 3.53
FSSA9724	SUBDUED "SPECIAL AGENT" badge Patch (Small) 2 5/8" x 1 7/8"	EA	\$ 2.53	\$ 1.00	\$ 3.53
FSLE9725	SUBDUED "ENFORCEMENT" badge Patch (Large) 3 3/4" x 3 1/2"	EA	\$ 2.90	\$ 1.00	\$ 3.90
FSSA9722	SUBDUED "SPECIAL AGENT" Shoulder Emblem 3 3/4" x 3 1/2"	EA	\$ 3.66	\$ 1.00	\$ 4.66
FSSA9726	SUBDUED "SPECIAL AGENT" badge Patch (Large) 3 3/4" x 3 1/2"	EA	\$ 2.90	\$ 1.00	\$ 3.90

**B.1 CONTRACT CEILING:**

The combined ceiling for all awards issued as a result of this solicitation is \$23,000,000.00.

**B.2 PERIOD OF CONTRACT**

This is a requirements contract, further described in FAR 52.216-21, Requirements, for the supplies and services listed herein, effective for the period(s) shown in Section F, Period of Performance. The base period will be one year with four each one-year option periods.

**B.3 INDIVIDUALS DESIGNATED TO PLACE ORDERS**

In accordance with FAR 52.216-18, Ordering (Section I), USDA-Forest Service individuals and units as listed in the uniform allowance data base may place orders against this contract. This data base is further addressed in Section C.

The Texas Forest Service is a authorized user of this contract. Texas Forest Service purchasers are hereby authorized to make purchases under this contract, with funding provided by the Texas Forest Service. Specific US Government terms and conditions incorporated into the contract in order to implement provisions of law or Executive orders applicable only to US Government procurements do not apply to orders made by the Texas Forest Service.

This is a supply contract in its majority with supply making up approximately 65% of the total effort and service elements comprising approximately 35%.



**ATTACHMENT A  
TEXAS A&M FOREST SERVICE  
PURCHASE ORDER  
TERMS AND CONDITIONS**

1. **REQUIREMENTS OF AWARDED BID**
    - 1.1 Vendor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
    - 1.2 Vendor must have price per unit shown. Unit prices shall govern in the event of extension errors.
    - 1.3 Awarded bid was submitted to the Texas A&M Forest Service (TFS) on or before the hour and date specified for the bid opening.
    - 1.4 Late and/or unsigned bids were not considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
    - 1.5 Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the order.
    - 1.6 Bid prices are to be firm for TFS acceptance for 30 days from opening date. Cash discounts offered will be taken if earned.
    - 1.7 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
    - 1.8 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.
    - 1.9 TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.
    - 1.10 Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
  2. **SPECIFICATIONS**
    - 2.1 Vendor shall furnish items as specified by model or catalogue numbers, brand names or manufacture referenced on the purchase order.
    - 2.2 Unless otherwise specified, items shall be new and unused and of current production.
    - 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
    - 2.4 TFS will not be bound by any oral statement or representation contrary to the written specifications of this purchase order.
    - 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
  3. **TIE BIDS**

Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).
  4. **DELIVERY**
    - 4.1 Delivery shall be within the quoted number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
    - 4.2 If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
    - 4.3 No substitutions permitted without TFS written approval.
    - 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.
    - 4.5 Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number.
  5. **INSPECTION AND TESTS**

All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS' option, will be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.
  6. **AWARD OF CONTRACT AND FORCE MAJURE**

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

Vendor shall submit one (1) copy of an itemized invoice referencing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. **TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.**
  8. **PATENTS OR COPYRIGHTS**

Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights.
  9. **VENDOR ASSIGNMENTS**

Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date.
  10. **BIDDER AFFIRMATION**

Signing a bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

    - 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation.
    - 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
    - 10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
    - 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.
    - 10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
    - 10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
    - 10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
    - 10.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
    - 10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:  
Name of Former Executive: \_\_\_\_\_  
Name of State Agency: \_\_\_\_\_  
Date of Separation from State Agency: \_\_\_\_\_  
Position with Bidder: \_\_\_\_\_  
Date of Employment with Bidder: \_\_\_\_\_
    - 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
    - 10.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
  11. **BUSINESS OWNERSHIP**

Pursuant to Section 231.006 (c), Family Code, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award.
  12. **NOTE TO BIDDER**

Any terms and conditions attached to a bid will not be considered. Such terms and conditions may result in disqualification of the bid.
  13. **ALTERNATIVE DISPUTE RESOLUTION**

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract made by the contractor:  
(a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Robby DeWitt, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Gov't Code.  
(b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A).  
(c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.  
(1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the TAC.  
(2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.  
(3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (979) 458-7300.
14. **PUBLIC DISCLOSURE**
  - (a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
  - (b) Upon Texas A&M Forest Service's written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excluded from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Texas A&M Forest Service has a right of access.
  - (c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
15. **REHAB ACT, VEVRAA, SECTION 503**

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.