TEXAS A&M ENGINEERING EXTENSION SERVICE

GSC COPY

College Station, TX 77843-1477

PURCHASE ORDER

INVOICE TO:

TX A&M ENGINEERING EXTENSION SERVICE
TEEX TEXAS TASK FORCE 1
PO BOX 40006
COLLEGE STATION TX 77842

SHIP TO:

TX A&M ENGINEERING EXTENSION SERVICE
TEEX TEXAS TASK FORCE 1
101 GATEWAY SUITE 8
COLLEGE STATION TX 77845

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED BY THE TEXAS A&M DEPARTMENT OF PROCUREMENT SERVICES PRIOR TO SHIPPING.

ITEM DESCRIPTION QUANTITY UOM UNIT PRICE EXTENDED PRICE

STATE REQ: 77321.56
USER REF: 480000-0151

NAICS CODE: 333618
SIZE STANDARD: 1500 EMPLOYEES

BLANKET AGREEMENT SHALL BE FOR SEPTEMBER 1, 2018 THROUGH AUGUST 31, 2019.

Texas A&M University/Texas Task Force 1 is issuing this master order to provide boat motors and repairs for TTF1 per the terms, conditions and specifications listed on bid B990028.

Vendor Contact: Steve Crouch
Phone: 979-822-0875
Fax: 979-822-7208
Email: brymar@suddenlinkmail.com

TEEX Contact: Donna Sprouse
Phone: 979-458-5677
Email: donna.sprouse@teex.tamu.edu

TERMS: N 30

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

This Order is valid unless signed by the Purchasing Agent. 

Angie Constancio
Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570

Finite and City Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 260, Title 12A, Revised Civil Statutes of Texas, 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.
Texas A&M University reserves the right to add or remove items/products/services on this order at any time. Texas A&M shall seek a quote from awarded supplier to obtain pricing, then issue a change order with added or deleted items.

Additional Charges:

Shall be outlined herein; any additional charges not specified in this invitation for bid shall become the responsibility of the vendor.

Texas A&M University cannot accept collect freight shipments.

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 or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.

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 Chapter 20, Title 122A, Revised Civil Statutes of Texas, 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.
## TX A&M ENGINEERING EXTENSION SERVICE

**GSC COPY**

**College Station, TX 77843-1477**

**PURCHASE ORDER**

**Order Date:** 08/21/2018

**Page:** 03

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**Vendor:**

17414451890

BRYAN MARINE INC

1008 W WM J BRYAN PARKWAY

BRYAN, TX 77803

--

**Invoice To:**

TX A&M ENGINEERING EXTENSION SRVC

TEEX TEXAS TASK FORCE 1

PO BOX 40006

COLLEGE STATION TX 77842

**Ship To:**

TX A&M ENGINEERING EXTENSION SRVC

TEEX TEXAS TASK FORCE 1

101 GATEWAY SUITE 8

COLLEGE STATION TX 77845

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<tbody>
<tr>
<td>AGC</td>
<td>Shipping:</td>
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<tr>
<td></td>
<td>FOB Destination, Freight Prepaid and included in the cost.</td>
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<td>All equipment must be fully insured against loss and damage during shipping.</td>
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<td>The equipment is to be delivered as a complete operational system.</td>
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<td>All manuals are to be delivered with the equipment and to be in English.</td>
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<td>Exact delivery location and date shall be coordinated with the department contact or their designee. The department contact or their designee shall be notified twenty four (24) hours before delivery.</td>
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<td>Cancellation:</td>
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<tr>
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<td>Texas A&amp;M University reserves the right to cancel immediately due to non-performance.</td>
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<tr>
<td></td>
<td>This agreement is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise not made available to the using agency.</td>
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<tr>
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<td>Texas A&amp;M University reserves the right to cancel with a thirty (30) day written notice.</td>
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</table>

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**Terms:**

N 30

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

This Order is not valid unless signed by the Purchasing Agent.

08/31/2019

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STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, 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.
Performance Criteria For Acceptance:

To be accepted, the equipment must function properly at the end user’s site by meeting or exceeding the specifications outlined in the purchase order.

If the equipment fails to function properly, the vendor shall be responsible to provide and carry out any and all diagnostics and repairs necessary to make the equipment operate correctly. Any costs associated with providing diagnostics and repair will be at vendor’s expense. All diagnostic test results shall be provided to the ordering department and only after the department verifies that specifications have been met will the equipment be considered acceptable. Original equipment manufacturer parts (OEM).

Warranty:

Vendor shall submit manufacturer’s warranty with equipment.

Warranty is to begin upon the acceptance of equipment by Texas A&M University.

Payment:

Net 30 after receipt of invoice and product and final acceptance as operationally per the performance criteria outlined in the bid.

FOB: DESTINATION FRT INCLUDED

Texas A&M University cannot accept collect freight shipments.

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 or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.

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Terms:

Net 30

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08/31/2019

Purchasing Agent for
TExAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570
Final acceptance is to be approved by the department contact or their designee.

Renewal:

Texas A&M University reserves the right to renew this agreement for an additional four (4) years, one (1) year at a time, if mutually agreeable to both parties, with all terms and conditions to be held firm through August 31, 2019.

If the renewal option is exercised, the vendor may increase the contract prices to reflect increase in the cost of providing products or services; however if there has been no increase in costs, the vendor is expected to hold pricing. Additionally, should there be any decrease in costs; the vendor is expected to pass those savings on to Texas A&M University.

1st Renewal: 9/1/19-8/31/20 5%

2nd Renewal: 9/1/20-8/31/21 5%

3rd Renewal: 9/1/21-8/31/22 10%

4th Renewal: 9/1/22-8/31/23 10%

AGC

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

Any exceptions to pricing or description contained herein must be approved by the Texas A&M Department of Procurement Services prior to shipping.

failure by vendor to insert escalation ceiling indicates an escalation percent not to exceed zero percent (0%). Escalation percent will be used in the bid evaluation for all optional renewals.

quantities are estimates only and do not guarantee purchase. Delivery to be made at times and in quantities requested.

quantities in excess of estimates are to be provided at same price.

un-used quantities as of August 31, 2019 are to be considered cancelled.

Orders will be called in at times and in quantities needed.

Orders will be placed on an as needed basis. All invoices must reflect price(s) quoted issued by Texas A&M University Procurement Services.

Delivery Schedule:
Delivery within 10-30 calendar days after receipt of order.

Billing:
Invoices are to be emailed to

AGC

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Terms: N 30
In accordance with your bid, supplies/equipment must be placed in the department receiving room by:

This Order is not valid unless signed by the Purchasing Agent.
08/31/2019
Purchase Order

Vendor:
17414451890
BRYAN MARINE INC
1008 W WM J BRYAN PARKWAY
BRYAN, TX 77803

Vendor Guarantees Merchandise delivered on this order will meet or exceed specifications in the bid invitation. All terms and conditions set forth in the bid invitation become a part of this order.

Vendor guarantees merchandise delivered on this order will meet or exceed specifications in the bid invitation. All terms and conditions set forth in the bid invitation become a part of this order.

ITEM DESCRIPTION QUANTITY UOM UNIT PRICE EXTENDED PRICE

dpr.payables@teex.tamu.edu or mailed to PO Box 40006, College Station, Texas 77842.

Items are to be shipped FOB Destination to the following address:

TEEX TX-TF1
101 Gateway Blvd. Suite B
College Station, Texas 77845
Monday-Friday - 8 to 5

Equipment Manuals:
Vendor is to provide installation, operations guide for equipment.

Equipment Warranty:
Vendors must provide detail warranty information for equipment. Warranty is to begin upon the acceptance of equipment by TEEX TX-TF1 or TX-TF2.

Title Application:
"Purchaser/Applicant" Name and Address on Titler paperwork:
Texas A&M Engineering Extension Service
P. O. Box 40006
College Station, TX 77842-4006

AGC

FOB: DESTINATION FRT INCLUDED

Terms:

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

This Order is not valid unless signed by the Purchasing Agent.

08/31/2019

Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570

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

**Vendor:**
17414451890  
BRYAN MARINE INC  
1008 W WM J BRYAN PARKWAY  
BRYAN, TX 77803

**Vendor Guarantees Merchandise Delivered on this Order will Meet or Exceed Specifications in the Bid Invitation.**

All terms and conditions set forth in the Bid Invitation become a part of this order.

**Invoice To:**
TX A&M ENGINEERING EXTENSION SERVICE  
TEXX TEXAS TASK FORCE 1  
PO BOX 40006  
COLLEGE STATION TX 77842

**Ship To:**
TX A&M ENGINEERING EXTENSION SERVICE  
TEXX TEXAS TASK FORCE 1  
101 GATEWAY SUITE 8  
COLLEGE STATION TX 77845

Any Exceptions to Pricing or Description contained herein must be approved by the Texas A&M Department of Procurement Services prior to shipping.

Please note: If your invoice is not addressed as instructed payment will be delayed.

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</table>
| 1    | 2018 EVINRUDE 40 E-TEC MODEL E40DRGL BOAT MOTOR (OR NEWER YEAR MODEL)  
*20" SHAFT  
*ENGINE TYPE - INLINE 2 - CYLINDER E-TEC DI  
*DISPLACEMENT - 52.7 CU IN / 863CC  
*PROSHAFT HP - 40 HP (30KW) @ 5500 RPM  
*MANUAL TILT  
*ROPE START  
*WARRANTY 3 YEAR - NON-DECLINING  
*MOTOR CALIBRATION IS TO BE INCLUDED IN PRICE | 6 EA |  | 5,600.000 | 33,600.00 |
| 2    | 2018 EVINRUDE 25 E-TEC MODEL E25DRL BOAT MOTOR (OR NEWER YEAR MODEL)  
*20" SHAFT  
*ENGINE TYPE - INLINE 2 - CYLINDER T-TEC DI  
*DISPLACEMENT - 35.2 CU IN / 577 CC  
*TILLER HANDLE  
*MOTOR CALIBRATION IS TO BE INCLUDED IN PRICE  
*WARRANTY 3 YEAR - NON-DECLINING | 2 EA |  | 4,320.000 | 8,640.00 |
| 3    | LABOR RATE FOR BOAT MOTOR REPAIR  
_IN ADDITION TO THE LABOR RATE, INDICATE ANY MINIMUM TIME REQUIREMENTS IF APPLICABLE._ | 120 HR |  | 99.000 | 11,880.00 |
| 4    | Parts & related shipping costs for boat motor repairs if there is a discount applicable 0 %  |-----|-----|-----|-----|

**AGC**

**Total** 54,120.00

FOB: DESTINATION FRT INCLUDED

Texas A&M University cannot accept collect freight shipments.

**Terms:**
N 30

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This Order is not valid unless signed by the Purchasing Agent.

08/31/2019

Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE  
Phone: 979-845-6570

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 Chapter 20, Title 122A, Revised Civil Statutes of Texas, 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.
TEXAS A&M ENGINEERING EXTENSION SERVICE

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PURCHASE ORDER

Order Date: 08/21/2018

Page: 09

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ITEM
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Terms: N 30

08/31/2019

Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570
VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.

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AGC $10,000.00 which are not exempt from the provisions of the Equal Opportunity clause, that they will retain such certifications in their files and that they will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods). NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES - A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000.00 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (ie, quarterly, semiannually, or annually). NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

AFFIRMATIVE ACTION COMPLIANCE

In addition to the above certification, if this transaction exceeds $50,000 the seller must have included as part of the bid a copy of their written Civil Rights "Affirmative Action Compliance Program". If a bidder is not required to have such a written program, they must have so stated on the bid form indicating the reason it is not required.

Paragraph 60.741.4 of Title 41 of Part 60-741

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<td>Affirmative Action Obligations of Contracts and Subcontracts for Handicapped Workers is incorporated by reference for all contracts of $3,500.00 or greater.</td>
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<td>If any additional information is required regarding these requirements, please contact the Texas A&amp;M University Purchasing Services department prior to the shipping date.</td>
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<td>This purchase order agreement for goods and services incorporates by reference the equal employment opportunity clause provisions of Executive Order 11246, as amended; Section 503 of the Rehabilitation Act of 1973, as amended; and the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended; and all implementing regulations and relevant orders of the U.S. Secretary of Labor.</td>
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<td>PURCHASE OF EQUIPMENT WITH FEDERAL FUNDS 6.1 Where appropriate, an analysis of lease and purchase alternatives shall be made by Procurement Services to determine the most economical and practical procurement utilizing Federal funds in excess of $5,000. 6.2 The University shall on request make available for the Federal awarding agency pre-award review and procurement documents, such as request for proposals or invitation for bids, independent cost estimates, etc. when any of the following conditions apply. (1) A recipient's procurement procedures or operation fails to comply with the</td>
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Terms: N30

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08/31/2019

Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570
procurement standards in the Federal awarding agency's implementation of OMB's Circular A-110.
(2) The procurement is expected to exceed the small purchase threshold fixed at 41 U.S.C. 403 (11) (currently $25,000) and is to be awarded without competition or only one bid or offer is received in response to a solicitation.
(3) The procurement, which is expected to exceed the small purchase threshold, specifies a "brand name" product.
(4) The proposed award over the small purchase threshold is to be awarded to other than the apparent low bidder under a sealed bid procurement.
(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the amount of the small purchase threshold.
6.3 All purchase orders awards shall contain the following provisions as applicable:
All contracts and subgrants in excess of $2000 for construction or repair awarded by
AGC

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Texas A&M University cannot accept collect freight shipments.

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 cancel the contract and purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions or cancellations permitted without prior approval of the Texas A&M Department of Procurement Services.

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State and City Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, 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.
**ITEM** | **DESCRIPTION** | **QUANTITY** | **UOM** | **UNIT PRICE** | **EXTENDED PRICE**  
---|---|---|---|---|---
Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.  
4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333). Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for.

AGC

**FOB:** DESTINATION FRT INCLUDED

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ITEM DESCRIPTION QUANTITY UOM UNIT PRICE EXTENDED PRICE

5. Rights to Inventions Made Under a Contract or Agreement - Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.) as amended. Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of AGC

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

This Order is not valid unless signed by the Purchasing Agent.

08/31/2019

Terms:

N 30
**TEXAS A&M ENGINEERING EXTENSION SERVICE**  
**PURCHASE ORDER**  
Order Date: 08/21/2018  
Page: 17

**Vendor:**  
17414451890  
BRYAN MARINE INC  
1008 W W M J BRYAN PARKWAY  
BRYAN, TX 77803

**VENDOR GUARANTEES MERCHANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.**  
ALL TERMS AND CONDITIONS SET FORTH IN THE BID INVITATION BECOME A PART OF THIS ORDER.

**ITEM** | **DESCRIPTION** | **QUANTITY** | **UOM** | **UNIT PRICE** | **EXTENDED PRICE**
---|---|---|---|---|---
8. Debarment and Suspension (E.O.s 12549 and 12689) No contract shall be made to parties listed on the General Services Administration List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**VENDOR QUOTE:** B990028  
VENDOR REF: STEVE CROUCH 979-822-0875  
PHONE: 979-822-0875

**CC FY ACCOUNT NO. DEPT.**  
DOCUMENT DATE: 08/17/2018  
DEPT. CONTACT: DONNA SPROUSE  
PHONE NO.: 979-458-5677

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**Ship To:**  
TX A&M ENGINEERING EXTENSION SERVICE  
TEEX TEXAS TASK FORCE 1  
101 GATEWAY SUITE 8  
COLLEGE STATION TX 77845

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

**TERMS:**  
IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY:  
08/31/2019

**Purchasing Agent for TEXAS A&M ENGINEERING EXTENSION SERVICE**  
Phone: 979-845-4570

This Order is not valid unless signed by the Purchasing Agent.
TEXAS A&M ENGINEERING EXTENSION SERVICE  
College Station, TX 77843-1477  
PURCHASE ORDER

Vendor:  
17414451890  
BRYAN MARINE INC  
1008 W WM J BRYAN PARKWAY  
BRYAN, TX 77803

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any exceptions to pricing or description contained herein must be approved by the Texas A&M Department of procurement services prior to shipping.

invoice to:  
TX A&M ENGINEERING EXTEN SRVC  
TEEX TEXAS TASK FORCE 1  
PO BOX 40006  
COLLEGE STATION TX 77842

ship to:  
TX A&M ENGINEERING EXTEN SRVC  
TEEX TEXAS TASK FORCE 1  
101 GATEWAY SUITE 8  
COLLEGE STATION TX 77845

please note: if your invoice is not addressed as instructed payment will be delayed.

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<th>ITEM</th>
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<th>QUANTITY</th>
<th>UOM</th>
<th>UNIT PRICE</th>
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Purchasing Agent for  
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Phone: 979-845-4570