**TEXAS A&M ENGINEERING EXTENSION SERVICE**

*College Station, TX 77843-1477*

**PURCHASE ORDER**

---

**Vendor:**

17426875340
BURDETT & SONS OUTDOOR ADVENTURE SHOP
1055 TEXAS AVE S STE 104
COLLEGE STATION, TX 77840

---

**Vendor Contact:**

Kathleen Burdett
Phone: 979-695-2807
Fax: 979-695-8779
Email: burdettandson@gmail.com

**TEEX Contact:**

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

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**Item Description**

<table>
<thead>
<tr>
<th>ITEM</th>
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</tr>
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<td>480000-0143</td>
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</tbody>
</table>

**N/AICS:** 315220
**SIZE STANDARD:** 750 EMPLOYEES

This is a blanket agreement for the period September 1, 2018 through August 31, 2019.

Texas A&M University - Texas Task Force 1 are issuing this master order to provide cold weather gear for TTFl per the terms, conditions, and specifications listed on bid B990032.

**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.

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.

---

**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

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

VENDOR:

17426875340
BURDETT & SONS OUTDOOR ADVENTURE SHOP
1055 TEXAS AVE S STE 104
COLLEGE STATION, TX 77840

ITEM DESCRIPTION QUANTITY UOM UNIT PRICE EXTENDED PRICE

101 Gateway Blvd. Suite B
College Station, Texas 77845

or

TEEX TX-TF2
501 Leatherneck PL.
Suite 9 Bldg. 25
Dallas, Texas 75211

Deliver during business hours
Monday-Friday 8-5

Shipping:
All equipment must be fully insured against loss and damage during shipping.
The equipment is to be delivered as a complete operational system.
All manuals are to be delivered with the equipment and to be in English.
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.

Cancellation:
Texas A&M University reserves the right to cancel immediately due to non-performance.

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08/31/2019

Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4370
ITEM | DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE
--- | --- | --- | --- | --- | ---

Upon award, 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. Texas A&M University reserves the right to cancel with a thirty (30) day written notice.

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 provided 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:

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Terms: N 30

Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570
**TEXAS A&M ENGINEERING EXTENSION SERVICE**  
College Station, TX 77843-1477  
PURCHASE ORDER  

---

**Vendor:**  
17426875340  
BURDETT & SONS OUTDOOR ADVENTURE SHOP  
1055 TEXAS AVE S STE 104  
COLLEGE STATION, TX 77840  

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**ITEM**  
Vendor shall submit manufacturer's warranty with equipment.  
Warranty is to begin upon the acceptance of equipment by Texas A&M University.  
**DESCRIPTION**  
Payment:  
Shall be Net 30 after receipt of invoice and product, and final acceptance as operational per the performance criteria outlined in the bid. 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 Year: 9/1/19-8/31/20 

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---

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

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
TEXAS A&M ENGINEERING EXTENSION SERVICE

GSC COPY

ORDER DATE: 08/29/2018

Page: 05

PURCHASE ORDER

Invoicing 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 TX-TF1
501 LEATHERNECK PL.
SUITE 9 BLDG. 25
DALLAS TX 75211

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

Terms:

N 30

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

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08/31/2019

Purchasing Agent for

Texas A&M University cannot accept collect freight shipments.

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**Purchase Order**

**Vendor:**
17426875340
BURDETT & SONS OUTDOOR ADVENTURE SHOP
1055 TEXAS AVE S STE 104
COLLEGE STATION, TX 77840

**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 TX-TF1
501 LEATHERNECK PL.
SUITE 9 BLDG. 25
DALLAS TX 75211

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>

**Total**

THIS DOCUMENT is subject to any constitutional or statutory limitations upon Texas A&M University as an Agency for the State of Texas.

**OSHA Statement**

Seller represents and warrants that all articles and services covered by this document meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Law (Public Law 91:596) and its regulations in effect or proposed as of the date of this document.

**Certification of Nonsegregated Facilities of Equal Employment Opportunities Compliance**

If this transaction exceeds $10,000 or if the seller anticipates or has a history of exceeding $10,000.00 in sales to Texas A&M University within any continuous twelve (12) month period, the acceptance of this document will signify their compliance with the provisions of SECTION 202 of EXECUTIVE ORDER NO. 11246 pertaining to Equal Employment Opportunities effective September 24, 1965 and its amendment EXECUTIVE ORDER NO. 11375 effective.

**FOB:** DESTINATION FRT INCLUDED

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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.

Terms:

N 30

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

08/31/2019
TEXAS A&M ENGINEERING EXTENSION SERVICE  

College Station, TX 77843-1477  

PURCHASE ORDER  

Order Date: 08/29/2018  
Page: 07  

GSC COPY  

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.  

INCLUDE P.O. NUMBER ON ALL CORRESPONDENCE AND PACKAGES  

M990139  

Vendor:  

17426875340  
BURDETT & SONS OUTDOOR ADVENTURE SHOP  
1055 TEXAS AVE S STE 104  
COLLEGE STATION, TX 77840  

Vendor:  

17426875340  
BURDETT & SONS OUTDOOR ADVENTURE SHOP  
1055 TEXAS AVE S STE 104  
COLLEGE STATION, TX 77840  

Payment will be delayed if your invoice is not addressed as instructed.  

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

Terms:  

N 30  
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## Purchase Order

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17426875340  
BURDETT & SONS OUTDOOR ADVENTURE  
SHOP  
1055 TEXAS AVE S STE 104  
COLLEGE STATION, TX  77840

**Invoice To:**
TX A&M ENGINEERING EXTEN SRVC  
TEEX TX-TF1  
PO BOX 40006  
COLLEGE STATION TX 77842

**Ship To:**
TX A&M ENGINEERING EXTEN SRVC  
TEEX TX-TF1  
501 LEATHERNECK PL.  
SUITE 9 BLDG. 25  
DALLAS TX 75211

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| They further agree that (except where they have obtained identical certifications from proposed subcontractors for specific time periods) they will obtain identical certifications from proposed subcontractor prior to the award of subcontracts exceeding $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"

AGC

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08/31/2019

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

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08/31/2019
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 Affirmative Action Obligations of Contracts and Subcontracts for Handicapped Workers is incorporated by reference for all contracts of $3,500.00 or greater.

If any additional information is required regarding these requirements, please contact the Texas A&M University Purchasing Services department prior to the shipping date.

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.

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

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08/31/2019

Purchasing Agent for

TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570
Order Date: 08/29/2018

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

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|      | 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 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: 1. Equal Employment Opportunity - All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract
| AGC | FOB: DESTINATION FRT INCLUDED | Terms: N 30 |

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Purchasing Agent for TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570
Texas A&M Engineering Extension Service  
College Station, TX 77843-1477

PURCHASE ORDER

Vendor:  
17426875340  
BURDETT & SONS OUTDOOR ADVENTURE
SHOP
1055 TEXAS AVE S STE 104
COLLEGE STATION, TX 77840

ITEM | DESCRIPTION | QUANTITY | UOM | UNIT PRICE | EXTENDED PRICE |
--- | --- | --- | --- | --- | --- |
1. | Compliance Programs, Equal Employment Opportunity, Department of Labor." |  |  |  | |
2. | Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipent shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.
3. | Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7) When required by Federal program legislation Grants from the United States"). The Act provides that each contractor or subrecipent shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

AGC

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08/31/2019

Purchasing Agent for
TEXAS A&M ENGINEERING EXTENSION SERVICE
Phone: 979-845-4570
When required by Federal program legislation all construction contracts awarded by the recipients and subrecipients of more than pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the 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.

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 (20 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 py 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
AGC

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 transportation or transmission of intelligence.

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 Organization 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).


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.

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.

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
### Vendor Guarantees Merchandise

The vendor guarantees that the 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 Information

**Vendor:**

17426875340  
BURDETT & SONS OUTDOOR ADVENTURE SHOP  
1055 TEXAS AVE S STE 104  
COLLEGE STATION, TX 77840

### Terms and Conditions

- In accordance with your bid, supplies/equipment must be placed in the Department Receiving Room by 08/31/2019.

### Itemized List

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UOM</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
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### Vendor Quote

VENDOR QUOTE: B990032  
VENDOR REF: KATHLEEN BURDETT 979-695-2807  
PHONE: 979-695-2807

### Payment and Terms

- **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.

- **State and City Sales Tax Exemption Certificate:** The undersigned claims an exemption from taxes under State and City Sales Tax Exemption Certificate. 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.

- **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**
Secondment

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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**ITEM** | **DESCRIPTION** | **QUANTITY** | **UOM** | **UNIT PRICE** | **EXTENDED PRICE**
--- | --- | --- | --- | --- | ---

- | - | - | - | - | -

**FOB:** DESTINATION FRT INCLUDED

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