WEST TEXAS A&M UNIVERSITY PURCHASE REQUISITION

PURCHASE ORDER 97247

REQ DATE 05/29/20 INV STORE

AP TYPE

1901

OBJ CODE REQUISITION NO.

0097588

DEPARTMENT

Dryland Agricu Institute - CRI 19-0381049-927328

ACCOUNT NO

ENTERED BY

Amy Newton

0954653

GRAPEVINE DODGE CHRYSLER

JEEP LLC

2601 Williams D Tate Ave

Grapevine TX 76051

INVENTORY

UNIT ISSUE

EA Each

DESCRIPTION

2020 Ram 1500 lonestar

crew cab pick up

UNIT COST EXTENSION 39,943.0000 39,943.00

\*Bid No. WT-R003

TOTAL:

39,943.00

APPROVALS

1.000

ACCOUNTING USE ONLY

TRAVELER'S SIGNATURE

DEPARTMENT HEAD

DATE

AMOUNT PAID

RECEIVING INFO.

SENIOR ADMINISTRATOR

DATE

VOUCHER #

PRESIDENT

DATE

DATE PAID

06.02.2020

PURCHASING

DATE

AUDIT/DATE



### **Purchase Order**

1 of 1

GRAPEVINE DODGE CHRYSLER
JEEP LLC
2601 Williams D Tate Ave
Grapevine, TX 76051

PURCHASE ORDER NUMBER

P0097247

**REQUISITION NUMBER** 

0097588

**G/L ACCOUNT NUMBER** 

19-0381049-92-7

### **INVENTORY**

DATE

06/02/2020

ITEM	QUANTITY	UNIT	SHIPPED	DESCRIPTION	UNIT PRICE	EXTENSION
1	1	EA		2020 Ram 1500 lonestar crew cab pick up	39,943.000	39,943.00
To expe	dite payment,	invoices sh	nould include	MT Purchase Order No. &	TOTAL	39,943.00

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Dei	nt	Initi	12to	١r
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Authorized by: • 🕅

06.02.2020

BILLING ADDRESS: PURCHASING DEPARTMENT WTAMU 61001 CANYON, TEXAS 79016-0001 806.651.2105 FAX 806.651.2109 SHIPPING ADDRESS: CENTRAL SUPPLY 2403 RUSSELL ONG BLVD. CANYON, TEXAS 79015 806.651.2155 FAX 806.651.2156 Return This Copy To Purchasing Dept.

RECEIVING COPY

Date Received	
Received By	

The dispute resolution process provided for in chapter 2260 of the Texas Government Code must be used by WTMAU and the contractor to attempt to resolve all disputes arising under this contract.

This purchase order agreement for goods and services incorporates by reference the equal employment opportunity clause provisions of Executive Order 11246, as amended; Section 5033 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.

### TEXAS SALES AND USE TAX EXEMPTION CERTIFICATE

WEST TEXAS A&M UNIVERSITY WTAMU BOX 61001 CANYON, TEXAS 79016-0001 806.651.2105 • 806.651.2109 FAX

I, the purchaser named above, claim an exemption from payment of sales and use taxes for the purchase of taxable items described below or on the attached order or invoice form:

Purchaser claims this exemption for the following reason: Higher Education Agency of the State of Texas

I understand that I will be liable for payment of sales of use taxes which may become due for failure to comply with the provisions of the Tax Code: Limited Sales, Excise and Use Tax Act; Municipal Sales and Use Tax Act; County Health Services Sales and Use Tax; The Texas Health and Safety Code; Special Provisions Relating to Hospital Districts, Emergency Services Districts and Emergency Services Districts in counties with a population of 125,000 or less.

I under stand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate and, depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.

Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

Vendor represents and warrants ("EIR Accessibility Warranty") that the electronic and information resources and all associated information, documentation, and support that it offers to provide to the Agency under this purchase order (collectively, the "EIRs") comply with the applicable requirements set forth in Title 1, Chapter 213 of the Texas Administrative Code and Title 1, Chapter 206, Rule 206.70 of the Texas Administrative Code (as authorized by Chapter 2054, Subchapter M of the Texas Government Code.) To the extent vendor becomes aware that the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then vendor represents and warrants that it will, at no cost to Agency, either (1) perform all necessary remediation to make the EIRs satisfy the EIR Accessibility Warranty or (2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. In the event that vendor is unable to do so, then the Agency may terminate this Agreement and vendor will refund to the Agency all amounts the Agency has paid under this purchase order within thirty (30) days after the termination date.

Bolian CRI



### **Invitation for Bid**

### 2020 Ford F150-XLT, 4-door Pickup Truck or Equal Bid No. WT-R0003

Instructions for Submitting Bids Submittal Address	West Texas A&M University Attn: Elaine Chew Box WT-61001 Canyon TX 79015	
Submittal Copies	One (1) Original	
Submittal Envelope Requirements	Bids must be sealed and have the following information clearly marked and visible on the outside of the envelope:  Bid Number and Title  Name of Your Company  Address  Phone Number	
Late Submittals	Bids received after the time and date stated in the Bid Due Date section shall be returned unopened to the Bidder.	





## 2020 MODEL YEAR

# RAM 1500 BIG HORN CREW CAB 4X4

THIS VEHICLE IS MANUFACTURED TO MEET SPECIFIC UNITED STATES REQUIREMENTS. THIS VEHICLE IS NOT MANUFACTURED FOR SALE OR REGISTRATION OUTSIDE OF THE UNITED STATES.

MANUFACTURER'S SUGGESTED RETAIL PRICE OF THIS MODEL INCLUDING DEALER PREPARATION

\$42,640 Base Price:

RAM 1500 BIGHORNILONESTAR CREW 4X4
Exterior Color: Bidnith White Clear-Coal Extenor Paint
interior Color: Black Upeas Gray Interior Colors
Interior Color Black Upeas Gray Interior Colors
Interior Color Black William Son Volumento Black
ENVICTONAL/SETY FEATURES
Advanced Multisage Front Ar Bags
Supplemental Front Seat Side Air Bags
Conventional Differential Rear Avie
3.31 Rear Avie Ration
3.41 Rear Avie Ration
3.42 Rear Avie Ration
3.42 Rear Avie Ration
3.43 Rear Avie Ration
3.44 Rear Avie Ration
3.45 Rear Avie Ration
3.45 Rear Avie Ration
3.45 Rear Avie Ration
3.47 Rear Avi

Remote Keyless Entry ParkView@ Rear Back-Up Camera Sentry Keyl Theft Deterrent System Anti-Lock 4-Wheel Disc Brakes Electric Park Brake

OPTIONAL EQUIPMENT (May Replace Standard Equipment)
Potestion Group
Protection Group
Province Group

Open Carl says of the Carl says of the Carl says of Receiver—Hitch Class IV Receive—Hitch Class IV Receive—Hitch Charles IV—Model Hub-2 USB, Full FundChig Only Extendr Mirrors with Supplemental Signals Google Android Auto

Assembly PointPort of Entry: STERLING HTS, MICH., U.S.A. viv.: 1C6—SRFFT0LN—240263

Rear Power Sliding Window
Rear Power Sliding Window
Rear Power Sliding Window
Rear Michael State System
Sniuckwow Mit 1-Vera Radio Sub Call 800-643-2112
Universal Garage Dorn Opener
Front and Rear Atuber From Mats
Anti-Spin Differentia Rear Avde
5.1. Ver Harlie MAS W/T Engine
Rear Wheelhouse Liners
33-Gallon Fuel Tank
Frank Michael State Avde
Frank Michael State Avde
Frank Michael Rear Avde
Frank Michael State Avde
Frank State Michael Rear Avde
Frank Michael Rear Michael Rear Michael
Frank Michael
Frank Michael Rear Michael
Frank Mic

Destination Charge

Package Value Savings of \$2,300 Included in Level 2 Equipment Group Price

\$395

\$56,510 TOTAL PRICE: \*

fueleconomy.gov

\$995

\$845

WARRANTY COVERAGE
5-year or 60,000-mile Powertain Limited Warranty,
3-year or 66,000-mile Basic Limited Warranty,
Ask Dealer for a copy of the limited warranties or
see your owner's manual for details.

5YEAR / 60,000 MILE POWERTRAIN WARRANTY

\$2,500

For more information visit: www.ramtrucks.com or call 1–866–RAMINFO

FCA US LLC

Fuel Economy and Environment

EPA DOT

**Gasoline Vehicle** 

Fuel Economy These estimates reflect new EPA methods beginning with 2017 models. MPG

Standard pickups range from 12 to 25 MPG . The best vehicle rates 136 MPGe.

21 highway

5.9 gallons per 100 miles

\$2,095

combined city/hwy

Annual fuel COSt

\$2,650

\$1,595 \$1,695

\$5,750

You Spend

over 5 years compared to the average new vehicle. in fuel costs

Smog Rating (tailpipe only Fuel Economy & Greenhouse Gas Rating (tailpipe only)

mile (tailpipe only). Producing

This vehicle emits 523 grams CO2 per mile. The best emits 0 grams and distributing fuel also creates emissions; learn more at fuelecono

Actual results will vary for many reasons, including driving conditions and how you drive and maintain your vehicle. The average new vehicle gets 22 MPG and cost \$1,500 to fuel over 5 years. Cost estimates are based on 15,000 miles per year at \$30 per gallon. MPGe is miles per gasoline gallon equivalent. Vehicle emissions are a significant cause of climate change and smog.

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Smartphone OR Code"

## GOVERNIMENT 5-STAR SAFETY RATINGS

\*\*\*\*

Based on the combined ratings of frontal, side, and rollover. Should ONLY be compared to other vehicles of similar size and weight. Overall Vehicle Score

FOR VEHICLES IN THIS CARLINE: U.S./CANADIAN PARTS CONTENT: 53% MAJOR SOURCES OF FOREIGN PARTS

PARTS CONTENT INFORMATION

\*\*\*\* \*\*\*\* Passenger Driver Frontal Crash

**MEXICO: 26%** 

CONTENT:

\*\*\*\* \*\*\*\* Based on the risk of injury in a frontal impact. Should ONLY be compared to other vehicles of similar size and weight. Front seat Rear seat

Based on the risk of injury in a side impact. Crash

Star ratings range from 1 to 5 stars (\*\* \* \* \* \*) with 5 being the highest.
Source: National Highway Traffic Safety Administration (NHTSA)
www.safercar.gov or 1–888–327–4236

The safety ratings above are based on Federal Government tests of particular vehicles equipped with certain features and options. The performance of this vehicle may differ.

THIS LABEL IS ADDED TO THIS VEHICLE TO COMPLY WITH FEDERAL LAW. THE LABEL CANNOT BE REMOVED OR ALTERED PRIOR TO DELIVERY TO THE ULTIMATE PURCHASER.

STATE AND/OR LOCAL TAKES IF ANY. LICENSE AND TITLE FEES. AND DEALER SUPPLIED AND MAXILED OFFICIAN AND ACCESSORIES ARE INC. INCLUDED IN THIS PRICE. DISCOUNT IF AN IS BASED ON PRICE OF OPTIONS IF PRICALAGED SEPARATELY.

NOTE: PARTS CONTENT DOES NOT INCLUDE FINAL ASSEMBLY, DISTRIBUTION, OR OTHER NON-PARTS COSTS. FOR THIS VEHICLE: FINAL ASSEMBLY POINT: STERLING HTS, MICH., U.S.A. COUNTRY OF ORIGIN: ENGINE: MEXICO

**TRANSMISSION: UNITED STATES** 

\*\*\*\*

Rollover
Based on the risk of rollover in a single-vehicle crash.

E

VEHICLE
PROTECTION
A PRODUCT OF FCA US LLC

MOPPR. | A PRODUCT OF FCAUS LLC Ask for Mopar Vehicle Protection for your vehicle. We Built it. We Back It.

### INVITATION FOR BIDS



### **RETURN SEALED BIDS TO**

05/28/2020

### QUOTE F.O.B. DESTINATION

West Texas A&M University Box WT-61001 Canyon, Texas 79016

### DATE

### PURCHASING DEPT. 254-968-9611

SHOW BID OPENING DATE AND REQUISITION NUMBER IN LOWER LEFTHAND CORNER OF SEALED BID ENVELOPE AND SHOW RETURN ADDRESS OF FIRM

### **BIDDER MUST SIGN BELOW**

Bid Opening: Time: 3:00 P.M. Date	05/28/2020
REQUISITION NO. WT-R0002	
FAILURE TO MANUALLY SIGN WILL.	5-23-
DISQUALIFY AUTHORIZED SIGNATURE	DATE

PRINT OR TYPE NAME

**DESTINATION OF GOODS UNLESS OTHERWISE SPECIFIED** 

West Texas A&M University Central Receiving 2403 Russell Long Blvd Canyon, Texas 79015 BIDDER AGREES TO COM-PLY WITH ALL CONDITIONS BELOW AND ON REVERSE SIDE OF THIS BID Bidder Address 260 www. Tata

Must
Fill City-State-Zip & ropenine Tx 7605 (

Phone 817-410-75-41

Ear of thomas @ grofenine dejicen

-						
ITEM NO	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
1	Minimum Specifications: Cursetly In Stock	1	Ea	Ro-m	39,543	39943
	2020 New Ford F150 XLT pickup truck or equal. If bidding a			1500 Crew Cot		
	different make and model, please submit specification sheet with				þ	
	bid response.			Lonestor		
	Four (4) door double cab				×	
	Four-wheel drive					
	V-8 engine					
	Tow package					
	• Gas					
	Exterior Color: white		ě	L .	1.	n 0-0
	Interior: Face leather mask	time o	dere	) truc	k_	32,879
	All equipment and material being supplied shall be warranted against all defects for a period not less than any manufacturer's specified period from date of delivery. Bidders must include a statement of warranty with the bid.			*		
	Must include all items as set forth by the manufacturer as standard equipment.		s.			
	Delivery date: vehicle quoted must be in stock and ready to delivery once order is placed. Delivery date will be taken into consideration when reviewing bid responses.					
	Delivery date: Z weeks from Po  Brack Otruck afternature So-110	***************************************				
	Bracon truck elternature 90-110			-		

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 113.6(b)(2)(E)

Check below if preference claimed under Rule 1 TAC 113.6(b)(3) (\_\_) Agricultural product produced of grown in Texas

(\_\_) Produced in Texas and/or offered by Texas Bidder (See #3 reverse side)

(\_\_) Produced in USA

(\_\_) Offered by a TDoC Certified Disadvantaged Business

	(_)	Products made of recycled, remanufactured, or environmentally sensitive materials including recycled
		steel
		Energy efficient products
	$\overline{()}$	Rubberized asphalt paving material
	$\overline{()}$	Recycled motor oil and lubricants
	$\overline{\bigcirc}$	Products produced at facilities located on formerly contaminated property
		Products and services from economically depressed or blighted areas
	()	Vendors that meet or exceed air quality standards
1.14	The te	ephone number for FAX submission of bids is 254-968-9838. This is the only number that will be used
	for the	receipt of bids. WEST TEXAS A&M UNIVERSITY shall not be responsible for failure of electronic
		nent or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be
	consid	,
1.15	Inquiri	es pertaining to Invitation for Bid (IFB) must include the IFB number and opening date.

### 2. SPECIFICATIONS

- 2.1 Any catalogue, brand name or manufacturer's reference used in the Invitation for Bid is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless otherwise specified. If bidding on other than reference, bid should show manufacturer, brand or trade name, and other description of the product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. If bidder fails to take an exception to specifications or reference data in his or her bid, bidder will be required to furnish brand names, numbers, etc., as specified in the IFB.
- 2.2 All items shall be new and unused, in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in IFB.
- 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 WEST TEXAS A&M UNIVERSITY. 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 WEST TEXAS A&M UNIVERSITY bid number. Do not enclose in or attach bid to sample.
- 2.5 WEST TEXAS A&M UNIVERSITY will not be bound by any oral statement or representation contrary to the written specifications of this IFB.
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
- 3. TIE BIDS In case of tie bids, the award will be made in accordance with Rule 1 TAC Section 113.6 (b) (3) and 113.8 (preferences).
- 4. DELIVERY

OGC Reviewed:

- 4.1 Bid should show number of calendar days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates supplier to complete delivery in 14 calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to WEST TEXAS A&M UNIVERSITY. WEST TEXAS A&M UNIVERSITY has the right to extend delivery date if reasons appear valid. Vendor must keep the ordering agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes WEST TEXAS A&M UNIVERSITY to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions or cancellation permitted without written approval of the WEST TEXAS A&M UNIVERSITY PURCHASING DEPARTMENT.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from WEST TEXAS A&M UNIVERSITY.
- 5. INSPECTION AND TESTS All goods will be subject to inspection and test by WEST TEXAS A&M UNIVERSITY to the extent practicable at all times and places. Authorized WEST TEXAS A&M UNIVERSITY personnel shall have access to any supplier's place of business for the purpose of inspecting Updated: 05-29-2019
  2 G:PUR\Terms and Conditions

merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may, at West Texas A&M University's option, be returned to the supplier or held for disposition at supplier's risk and expense. Latent defects may result in revocation of acceptance.

- AWARD OF CONTRACT A response to an IFB is an offer to contract with WEST TEXAS A&M 6. UNIVERSITY based upon the terms, conditions and specifications contained in the IFB. Bids do not become contracts until they are accepted and an authorized purchase order is issued. The contract shall be governed, construed and interpreted under the laws of the State of Texas. The factors listed in the Texas Education Code, Title 3, Subtitle A shall also be considered in making an award when specified (http://tlo2.tlc.state.tx.us/statutes/docs/ED/content/htm/ed.003.00.000051.00.htm). Any legal actions must be filed in Erath County.
- 7. PAYMENT – Supplier shall submit one copy of an itemized invoice showing order number and agency purchase order number. WEST TEXAS A&M UNIVERSITY will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice.
- PATENTS OR COPYRIGHTS The supplier agrees to protect WEST TEXAS A&M UNIVERSITY from 8. claims involving infringement of patents or copyrights.
- SUPPLIER ASSIGNMENTS Supplier hereby assigns to purchaser any and all claims for overcharges 9. associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).
- 10. BIDDER AFFIRMATION - Signing this bid with a false statement is a material breach or 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:
- The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, a. future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone b. acting for such 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), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- Pursuant to Section 2155.004 Government Code, the bidder has not received compensation for participation in C. the preparation of the specifications for the IFB.
- Pursuant to Section 231.006(d), Family Code, re: child support, the bidder certifies that the individual or d. 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.
- Under Section 2155.004, Government Code, the vendor certifies that the individual or business entity named ę. in this bid or contract 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.
- f. 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 or performance of this purchase.
- Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to g. 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:	MIA	
Updated: 05-29-2019	1.	

	Name of State Agency:
	Date of Separation from State Agency:
	Position with Bidder:
	Date of Employment with Bidder:
<b>1.</b>	Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
i.	Bidder agrees that any payments due under this contract will be applied towards any debt, including but not
	limited to delinquent taxes and child support that is owed to the State of Texas.
	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.
k.	The Texas A&M University System Members are federally mandated to adhere to the directions provided in
	the President's Executive Order (EO) 13224. (http://www.whitehouse.gov/news/orders)Executive Order on
	Terrorist Financing - Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to
	Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross
	referencing respondents/vendors with the Federal General Services Administration's Excluded Parties List
	System (EPLS. http://www.epls.gov) which is inclusive of the United States Treasury's Office of Foreign
	Assets Control (OFAC) Specially Designated National (SDN) list.
11.	Pursuant to Section 231.006©, Family Code, bid must include Names and Social Security Numbers of each
11.	person with at least 25% ownership of the business entity submitting the bid. Enter Name & Social Security
	Number for each person. This information must be provided prior to the contract award.
	Name:
	Social Security Number
	Name:
	Name:Social Security Number
	Name:
	Social Security Number
	Name: Social Security Number
	Social Security Number
12.	NOTE TO BIDDER:
121	Any terms and conditions attached to a bid will not be considered unless the bidder specifically refers to them
	on the front of the IFB and may result may result in disqualification of the bid, (e.g. bids with the laws of a
	State other than Texas, requirements for prepayment, limitations on remedies, etc.)
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 WEST TEXAS A&M
	UNIVERSITY, and the vendor to attempt to resolve any claim for breach of contract made by vendor:
	(a) Vendor'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, vendor shall submit written notice, as required by
	subchapter B, to Mr. Randy Rikel. Said notice shall also be given to all other representatives of WEST
	TEXAS A&M UNIVERSITY and vendor otherwise entitled to notice under the parties' contact.
	Compliance by vendor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, of the Texas Government Code.
	(b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is
	vendor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract

subparagraph (a) of this paragraph.

by WEST TEXAS A&M UNIVERSITY if the parties are unable to resolve their disputes under

- (c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Ch. 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by WEST TEXAS A&M UNIVERSITY nor any conduct of any representative of WEST TEXAS A&M UNIVERSITY thereafter shall be considered a waiver of sovereign immunity to suit.
- (1) The submission, processing, and resolution of vendor's claim is governed by the published rules as 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.
- (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of the performance by vendor, in whole or in part.
- (3) The designated individual responsible on behalf of WEST TEXAS A&M UNIVERSITY for examining any claim or counterclaim and conducting any negotiations related thereto, as required under 2260.052 of the Texas Government Code shall be Mr. Randy Rikel.
- 14. NON-APPROPRIATON OF FUNDS: The State's funds are contingent on the availability of lawful appropriations by the Texas Legislature. If the Texas Legislature fails to continue funding for the payments due under an order referencing this contract, the order will terminate as the date that the funding expires, and the State will have no further obligation to make any payments.

### 15. PUBLIC INFORMATION ACT:

- (a) [PROVIDER] acknowledges that WEST TEXAS A&M UNIVERSITY 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 WEST TEXAS A&M UNIVERSITY'S written request, [PROVIDER] 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 West Texas A&M University in a nonproprietary format acceptable to WEST TEXAS A&M UNIVERSITY. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which WEST TEXAS A&M UNIVERSITY has a right of access.
- (c) [PROVIDER] acknowledges that WEST TEXAS A&M UNIVERSITY is 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.

Thank you for the opportunity to bid on the University's truck needs. I am bidding one of several in stock 2020 Ram 1500 Crew Cabs LoneStar in white. The vehicle has quite a bit of additional optional equipment over and above your requirements. I do want to point out that if there were the time to wait for a truck to be ordered and produced, the cost to meet the minimum requirements would be over \$7,000 less expensive than what I am having to bid for an in stock for immediate delivery vehicle. I'd anticipate being able to deliver in under 2 weeks from receipt of PO.

Since I am bidding a Ram not a Ford I am also including a list of standard equipment for this truck.

Respectfully submitted,

Dennis Thomas Fleet Manager 817-410-7541

tandard Features - DT6H98-1500 BIG HORN / LONES	
Code	Description
MS2	"1500" Badge
ME4	"RAM" Door Badges
MZZ	"RAM" Grille Badge - Chrome
JCB	120 MPH Primary Speedometer
JJJ	12V Auxiliary Power Outlet
W1C	18" Full Size Steel Spare Wheel
WBB	18x8.0 Cast-Aluminum Painted Wheels
DJG	215MM Front Axle
DRN	235MM REAR AXLE
NFW	26 Gallon Fuel Tank
TUM	275/65R18 BSW AS LRR Tire
CB9	2nd Row In Floor Storage Bins
DMC	3.21 Rear Axle Ratio
ERG	3.6L V6 24V VVT eTorque Engine Upg I
CDP	4 Way Front Headrests
CBÉ	40/20/40 Split Bench Seat
XBZ	48V Belt Starter Generator
MUS	4X4 Badge
RFU	5.0" Touchscreen Display
NAS	50 State Emissions
X9J	6 Mo. Trial (Registration Required)
RCG	6 Speakers
XFK	7 Pin Wiring Harness
BCN	730 Amp Maintenance Free Battery
DET	8-Spd Auto 850RE Trans (Make)
RD3	Accent Color Shark Fin Antenna
GAQ	Acoustic Front Door Glass
MXB	Active Front Air Dams
CG3	Advanced Multistage Front Air Bags
HAA	Air Conditioning
BRT	Anti-Lock 4-Wheel Disc Brakes
RSU	Audio Jack Input for Mobile Devices
LMG	Automatic Headlamps
A6A	Base Equipment Group
MYF	Big Horn Badge
GT6	Black Base Power Mirrors
MNE	Body Color/Chrome Door Handles
BGE	Brake Assist
MCT	Bright Front Bumper
MBF	Bright Rear Bumper
XJM	Capless Fuel Fill
LPE	Cargo and CHMSL Lamp
Sup 7 State	

	ESTAR CREW 4X4 (144.5 in WB 5 FT 7 IN box)
Code	Description
CKE	Carpet Floor Covering
WMJ	Center Hub
CGU	Child Seat Anchor System-LATCH Ready
MFP	Chrome Headlamp Bezels
XFJ	Class III Bumper Hitch
*E1	Cloth Bench Seat
JAE	Cluster 3.5" TFT B&W Display
XCT	Coat Hooks
RTM	Connectivity - US/Canada
DS8	Conventional Differential Rear Axle
HG8	Dash Liner Insulation
LMK	Daytime Running Headlamps, High Beam
LM1	Daytime Running Headlamps, Low Beam
GEG	Deep Tint Sunscreen Glass
BA8	Delete Alternator
X82	Door Parts Module
CLP	Door Sill Scuff Pads
X8J	Door Trim Panel Module
CB2	Door Trim Panel w/Map Pocket
JVA	Driver Seat - Manual Adjust 4-Way
CSP	Driver/Passenger Assist Handles
JJB	Dual Note Electric Homs
DH8	Elec Shift On Demand Transfer Case
XC4	Electric Park Brake
SBL	Electric Power Steering
BNS	Electronic Roll Mitigation
XXV	Electronic Shift
BNB	Electronic Stability Control
NHA	Engine Oil Cooler
NHJ	Exterior Mirrors w/Heating Element
MXA	Fixed Front Air Dams
LBB	Footwell Courtesy Lamp
CLE	Front & Rear Floor Mats
X75	Front Bumper Module
CVH	Front Center Seat Cushion Storage
X83	Front End Parts Module
X8W	Front Fascias Parts Module
LNJ	Front Fog Lamps
SFB	Front Heavy Duty Shock Absorbers
CGD ·	Front Height Adjust Shoulder Belts
MDA	Front License Plate Bracket
LAX	Front Passenger Seat Belt Alert
LAA	1 tour Lassender Gear Deir Weit

	ONESTAR CREW 4X4 (144.5 in WB 5 FT 7 IN box)
Code	Description
SHA	Front Stabilizer Bar
X89	Front Suspension Damper Parts Module
MEN ·	Front Wheel Spats
MHR	Front Wheel Well Liners
XGA	Front/Rear Climate Control Outlets
JWA	Frt Pass Seat - Manual Adjust 4-Way
TBS	Full Size Temporary Use Spare Tire
JLP	GPS Antenna Input
X79	Grille Module
MAJ	Grille-Surr 1 Chrome Texture 2 Black
Z6B	GVW Rating - 6900#
LME	Halogen Quad Headlamps
LHD	Headlamp Off Time Delay
X8H	Headlamp Parts Module
X8Y	Headliner Parts Module
BNG	Hill Start Assist
LAC	Illuminated Entry
LA6	Incandescent Taillamps
JY1	Instrument Cluster Theme 1 (Base)
X81	Instrument Panel Parts Module
XRB	Integrated Voice Command w/Bluetooth
CEV	Key Fob - Satin Chrome
SCV	Leather Wrapped Steering Wheel
JKA	Locking Glove Box
XJJ	Locking Tailgate
LBA	Map/Courtesy Lamp
RSF	Media Hub-2 USB, Full Funct, Aux
APA	Monotone Paint
XA8	Non Adjustable Pedals
XCA	Occupant Classification System
CUN	Overhead Console
LBT	Overhead Cupholder Lamp
XAC	ParkView Rear Back-up Camera
GN6	Pass Sun Visor w/Illum Mirror
XBS	Pickup Box
JKY	Power Accessory Delay
	Pushbutton Start
GX4 JP3	Pwr Front Windows, 1-Touch,Up & Down
BHC	Rain Brake Support
MGA	Ram's Head Badge
BHD	Ready Alert Braking
CFN	Rear 60/40 Folding Seat
X71	Rear Bumper Module

Standard Features - DT6H98-1500 BIG HORN / L	ONESTAR CREW 4X4 (144.5 in WB 5 FT 7 IN box)
Code	Description
LCH	Rear Dome Lamp
SGB	Rear Heavy Duty Shock Absorbers
LPB	Rear License Plate w/Lamp Bracket
XGR	Rear Seat Heat Ducts
GFD	Rear Sliding Window
SHF	Rear Stabilizer Bar
X91	Rear Suspension Damper Parts Module
GNA	Rear View Day/Night Mirror
MPP	Rear Wheel Spats
GXM	Remote Keyless Entry
RSX	Remote USB Port
RS3	Remote USB Port - Charge Only
C1G	Rotary Shifter-Black
X8Z	Seat Parts Module
GXX	Sentry Key Theft Deterrent System
NHM	Speed Control
JPH	Speed Sensitive Power Locks
NMB	Standard Duty Engine Cooling
X8P	Steering Column Cover Parts Module
RDZ	Steering Wheel Mounted Audio Ctrls
XBQ	Steering Wheel Mounted Shift Control
CJ2	Supp. Side Curtain Frt/Rr Air Bags
CJ1	Supplemental Frt Seat Side Air Bags
CGS	Supplemental Side Air Bags
LAN	Tailgate Ajar Warning Lamp
CSH	Three Rear Seat Head Restraints
SUD	Tilt/Telescope Steering Column
GAC	Tinted Glass Windows
XBN	Tip Start
X88	Tire & Wheel Parts Module
TBM	Tire Carrier Winch
LAW	Tire Fill Alert
XGM	Tire Pressure Monitoring Display
BNM	Traction Control
BNT	Trailer Sway Damping
UAA	Uconnect 3 with 5" Display
MDX	Upper Active Grille Shutters
JHA	Var Intermittent Windshield Wipers
LAZ	Vehicle Information Center