

PURCHASE ORDER

Order Date
09/29/2020

VENDOR

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

Page 01

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)
P100144	

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

INVOICE TO:
TEXAS A&M FOREST SERVICE FRP--MITIGATION & PREVENTION 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424

VENDOR
15413014130 TIMMONS GROUP INC 1001 BOULDERS PKWY STE 300 NORTH CHESTERFIELD, VA 23225-5512

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

SHIP TO:
TEXAS A&M FOREST SERVICE FRP--MITIGATION & PREVENTION 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424

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

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

Item	Description	Quantity	UOM	Unit Price	Ext Price
	USER REF: 000000-DAPT				
1	Project Initiation 10/1/20 - 10/15/20 per specs	1	JOB	2,025.000	2,025.00
2	CMS Setup & Integration 10/16/20 - 12/15/20 per specs	1	JOB	9,217.000	9,217.00
3	WRAP Homepage Implementation 12/16/20 - 02/28/21 per specs	1	JOB	27,881.000	27,881.00
4	Sign-in Feature Implementation 12/16/20 - 02/28/21 per specs	1	JOB	9,113.000	9,113.00
5	UAT & Project Close-out 03/1/21 - 03/30/21 per specs	1	JOB	11,721.000	11,721.00
				TOTAL	59,957.00
***** NET 30 ***** NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT. VENDOR HEREBY CERTIFIES THAT THE NETWORK HARDWARE OR SOFTWARE, AS APPLICABLE, PROCURED OR LEASED UNDER THIS CONTRACT, HAS UNDERGONE INDEPENDENT CERTIFICATION TESTING FOR KNOWN AND RELEVANT VULNERABILITIES IN ACCORDANCE WITH SECTION 2059.060 OF THE TEXAS					

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

Alan J. Degebor
PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

PURCHASE ORDER

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Page 02

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

Item	Description	Quantity	UOM	Unit Price	Ext Price
AJD	<p>GOVERNMENT CODE.</p> <p>PRICING, TERMS AND CONDITIONS OF GSA CONTRACT NUMBER GS-35F-0462T SHALL APPLY TO THIS PURCHASE ORDER. VENDORS PROPOSAL IS ATTACHED.</p> <p>VENDOR QUOTE: GS35F0462T VENDOR REF: CHRIS GERECKE AT 804-200-6963</p>				

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

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Alamy Degehn
PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

Statement of Work

Public Viewer and What's Your Risk Re-Design
Implementation

Texas A&M Forest Service

9/11/2020

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1. Introduction

Texas A&M Forest Service (TFS) seeks to re-design and re-brand the current Public Viewer and “What’s Your Risk?” feature within the Texas Wildfire Risk Assessment Portal (TxWRAP) to provide a more intuitive and interactive experience for public citizens and end-users. The objectives of this re-design will be to engage homeowners / landowners to understand their risk to wildfire via an interactive and engaging experience via an embedded and integrated content management system (CMS) that authorized TFS staff can use to update content and information available to TxWRAP users. An evaluation of the current TxWRAP public viewer and “What’s Your Risk?” feature has been completed as part of a discovery project. Input has been gathered from TFS’ wildland urban interface (WUI) coordinators as part of the discovery and design effort and will be used as the basis of implementation. This SOW describes the desired tasks for the implementation project. It is incorporated by reference to and shall be in full compliance with the terms and conditions of the GSA Consolidated Schedule with Timmons Group, Inc.—No. GS-35F-0462T.

2. Project Discovery and Design

TFS is the contracting agency and will have sole authority for all project- related matters. TFS personnel shall be actively involved in the discovery and design throughout the project.

A. Project Implementation Team

1. A project implementation team will be formed to:
 - a. Identify and establish a single “product owner” or decision maker from TFS to support prioritization and decision making throughout the project.
 - b. Identify and establish a project manager from TFS to support technical decision making.
 - c. Identify and establish the Contractor’s discovery team and project manager.
2. Any issues that arise will be resolved through a collaborative decision process between TFS and Contractor.
3. TFS maintains sole authority to approve/reject all project-related matters.

B. Project Kick-off and Status Meetings

1. Project Kick-Off Meeting - an initial remote kick-off meeting will be held at a date and time selected by TFS. The purpose of the kickoff meeting is to review project approach, work plan details, user stories, visual design artifacts, technical requirements, delivery milestones and logistics and staff responsibilities and roles.
2. The Contractor will be responsible for conducting bi-weekly status meetings with the TFS contract manager and necessary staff. The meetings will be held on TBD day of the week at a time and place so designated by the TFS contract manager - unless revised by the Customer contract manager. The meetings can take place via phone or web conferencing.

3. Scope – Project Based Services

The following high-level tasks will be completed as part of the implementation project. These tasks will be completed during an iterative development schedule.

A. Project Initiation

- Project kick-off (remote)
- Project Initiation deliverables
- Project setup for sprint ceremonies
- Finalize CMS selection

B. Content Management System (CMS) Setup and Integration

- CMS environment set-up
- TxWRAP CI/CD modifications to support CMS
- CMS database set-up and configuration
- Prep and groom user stories

C. WRAP Homepage Implementation

- Design and develop master page
- Design and develop homepage body content
- Design and develop the WYR mapping widget within homepage
- Integration with CMS

D. Sign-In Feature Implementation

- Redesign and develop sign-in workflow to Pro Viewer
- Create new sign-in modal

E. User Acceptance Testing (UAT) and Project close-out

- Fix agreed upon feedback items
- Production prep and deployment

4. Pricing

Pricing for Project Based Services will be based on a fixed price, per deliverable basis using rates defined in the terms and conditions of GSA contract GS-35F-0462T. Contractor shall itemize the pricing for each deliverable.

Table 1. Pricing Schedule

Deliverable Milestones			
Milestone	Price Quote *	Estimated Start	Estimated Completion
Project Initiation	\$2,025	10/1/2020	10/15/2020
CMS Setup and Integration	\$9,217	10/16/2020	12/15/2020
WRAP Homepage Implementation	\$27,881	12/16/2020	2/28/2021
Sign-In Feature Implementation	\$9,113	12/16/2020	2/28/2021
UAT and Project Close-out	\$11,721	3/1/2021	3/30/2021
Total Fee:		\$59,957	
* Price Quote is based on Senior Software Engineer (\$117.88), Senior Project Manager (\$133.29), and Senior Consultant (\$141.45) rates defined in the terms and conditions of GSA contract GS-35F-0462T			

5. Invoices and Payment

Payment will be as per terms and conditions of this Statement of Work. Contractor will be paid on a per deliverable basis.

1. All deliverables must be completed and accepted by TFS before invoices can be submitted.
2. Invoice shall include:
 - a. Invoice number
 - b. Purchase order number
 - c. Date
 - d. Itemized charges and grand total
 - e. Description of deliverables
 - f. Contractors name
 - g. Remit to address
3. TFS “ship to” and “invoice to” addresses will be provided on subsequent purchase order(s)
4. TFS is tax exempt as an agency of the State of Texas. Do not include State Sales tax or Federal Excise tax in prices.
5. Contractor will provide a 45-day warranty on all work and deliverables from the date of TFS acceptance.
6. There are no insurance or bonding requirements

6. Period of Performance

Period of performance shall commence on date purchase order is issued and shall conclude on **December 31, 2021**. Any extension for the period of performance must be approved by the Texas A&M Forest Service.

7. State Ownership of Work Product

Contractor and Texas A&M Forest Service acknowledge and agree that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Contractor for Texas A&M Forest Service pursuant to a SOW, including all such developments as are originated or conceived during the term of this Contract but are completed or reduced to writing thereafter (the "Work Product") will be and remain the exclusive property Texas A&M Forest Service. All rights, title and ownership interests, including copyright, which Contractor and all Workers may have in any Work Product or any tangible media embodying such Work Product are hereby assigned to Texas A&M Forest Service. Contractor, for itself and on behalf of its Workers, waives any property interest in such work product.

8. Intellectual Property Matters

A. Definitions

1. "Work Product" means any and all deliverables produced by Contractor for Texas A&M Forest Service under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Texas A&M Forest Service under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Texas A&M Forest Service in connection with this Contract or a Statement of Work, or with funds appropriated by or for Texas A&M Forest Service or Texas A&M Forest Service's

benefit: (a) by any Contractor personnel or Texas A&M Forest Service personnel, or (b) any Texas A&M Forest Service personnel who then became personnel to Contractor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Texas A&M Forest Service.

2. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
3. "Statement of Work" means a document signed by Texas A&M Forest Service and Contractor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Contractor is to provide Texas A&M Forest Service, issued pursuant to the Contract.
4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Texas A&M Forest Service under this Contract.
5. "Contractor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Contractor (a) prior to providing any Services or Work Product to Texas A&M Forest Service and prior to receiving any documents, materials, information or funding from or on behalf of Texas A&M Forest Service relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Contractor outside Contractor's provision of Services or Work Product for Texas A&M Forest Service hereunder and were not created, prepared, developed, invented or conceived by any Texas A&M Forest Service personnel who then became personnel to Contractor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Texas A&M Forest Service.

B. Ownership

As between Contractor and Texas A&M Forest Service, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Texas A&M Forest Service, and not Contractor. Contractor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Texas A&M Forest Service. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Contractor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Texas A&M Forest Service all

right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Texas A&M Forest Service shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Contractor acknowledges that Contractor and Texas A&M Forest Service do not intend Contractor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Texas A&M Forest Service shall have access, during normal business hours and upon reasonable prior notice to Contractor, to all Contractor materials, premises and computer files containing the Work Product. Contractor and Texas A&M Forest Service, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Contractor.

C. Further Actions

Contractor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Texas A&M Forest Service to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Texas A&M Forest Service to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Texas A&M Forest Service. In the event Texas A&M Forest Service shall be unable to obtain Contractor's signature due to the dissolution of Contractor or Contractor's unreasonable failure to respond to Texas A&M Forest Service's repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Contractor hereby irrevocably designates and appoints Texas A&M Forest Service and its duly authorized officers and agents as Contractor's agent and Contractor's attorney-in-fact to act for and in Contractor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Contractor, provided however that no such grant of right to Texas A&M Forest Service is applicable if Contractor fails to execute any document due to a good faith dispute by Contractor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Texas A&M Forest Service shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Contractor shall cooperate, at Texas A&M Forest Service's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights

Contractor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Contractor may now have or which may accrue to Contractor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Contractor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or

integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality

All documents, information and materials forwarded to Contractor by Texas A&M Forest Service for use in and preparation of the Work Product, shall be deemed the confidential information of Texas A&M Forest Service, and subject to the license granted by Texas A&M Forest Service to Contractor under sub-paragraph h hereunder, Contractor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Texas A&M Forest Service.

F. Injunctive Relief

The Contract is intended to protect Texas A&M Forest Service's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Texas A&M Forest Service's business. Therefore, Contractor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Texas A&M Forest Service, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product

Upon the request of Texas A&M Forest Service, but in any event upon termination or expiration of this Contract or a Statement of Work, Contractor shall surrender to Texas A&M Forest Service all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Contractor or furnished by Texas A&M Forest Service to Contractor, including all materials embodying the Work Product, any Texas A&M Forest Service confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Contractor by Texas A&M Forest Service or by anyone else that pertains to the Work Product.

H. Contractor License to Use

Texas A&M Forest Service hereby grants to Contractor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Texas A&M Forest Service. Except as provided in this Section, neither Contractor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Texas A&M Forest Service, which consent may be withheld in Texas A&M Forest Service's sole discretion.

I. Third-Party Underlying and Derivative Works

To the extent that any Contractor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Contractor hereby grants to the Texas A&M

Forest Service, or shall obtain from the applicable third party for Texas A&M Forest Service's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Texas A&M Forest Service's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Contractor IP or Third Party IP and any derivative works thereof embodied in or delivered to Texas A&M Forest Service in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Contractor agrees to notify Texas A&M Forest Service on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Contractor shall provide Texas A&M Forest Service with documentation indicating a third party's written approval for Contractor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontractors

Contractor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Contractor. Copies of such agreements shall be provided to the Texas A&M Forest Service promptly upon request.

K. License to Texas A&M Forest Service

Contractor grants to Texas A&M Forest Service, a perpetual, irrevocable, royalty free license, solely for the Texas A&M Forest Service's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Contractor IP embodied in or delivered to Texas A&M Forest Service in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Texas A&M Forest Service's internal business use of the Work Product. Except for the preceding license, all rights in Contractor IP remain in Contractor.

L. Contractor Development Rights

To the extent not inconsistent with Texas A&M Forest Service's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Contractor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Texas A&M Forest Service therein are infringed by such competitive materials. To the extent that Contractor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Texas A&M Forest Service therein in order to offer competitive goods or services to third parties, Contractor and Texas A&M Forest Service agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

9. Response Submission Requirements

Response submission must be completed and sent to Customer by **Tuesday, September 22, 2020 at 2:00 PM**. Response shall be sent to the following mailing address or email address:

Mailing Address:

Texas A&M Forest Service
Purchasing Office
200 Technology Way, Suite 1120
College Station, TX 77845

Email Address:

Alan Degelman, TFS Purchasing Manager, adegelman@tfs.tamu.edu