

VENDOR

PURCHASE ORDER

TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

 Order Date
01/12/2021

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)
P100225	

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

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.

INVOICE TO:
TEXAS A&M FOREST SERVICE FRP--ASSOCIATE DIRECTOR 200 TECHNOLOGY WAY, SUITE 1162 COLLEGE STATION TX 77845-3424
SHIP TO:
TEXAS A&M FOREST SERVICE FRP--ASSOCIATE DIRECTOR 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-LNM				
1	Kickoff Preparation and Kick off Delivery Project Plan	1	JOB	5,000.000	5,000.00
2	State-level Survey, Results Analysis and Draft Grouping of States	1	JOB	8,000.000	8,000.00
3	Data Inventory and Data Model Development	1	JOB	8,000.000	8,000.00
4	Pilot Framework Development and Approach	1	JOB	8,000.000	8,000.00
5	Tier 1 Pilot State	1	JOB	12,000.000	12,000.00
6	Tier 2 Pilot State	1	JOB	14,000.000	14,000.00
7	Tier 3 Pilot State	1	JOB	15,000.000	15,000.00
8	Prioritize and Group States into Tiers	1	JOB	5,000.000	5,000.00
9	Production of Tier 1 States	1	JOB	20,000.000	20,000.00
10	Production of Tier 2 States - Batch 1	1	JOB	25,000.000	25,000.00
11	Production of Tier 2 States - Batch 2	1	JOB	25,000.000	25,000.00
12	Deployment of SouthWRAP	1	JOB	6,000.000	6,000.00
13	Final Report	1	JOB	2,846.150	2,846.15
				TOTAL	153,846.15
	***** NET 30 *****				
	NOTE TO VENDOR:				

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.

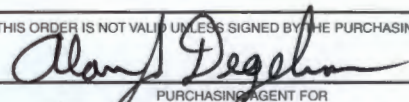
IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

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



PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

VENDOR

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TEXAS A&M FOREST SERVICE

PURCHASING DEPARTMENT

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Item	Description	Quantity	UOM	Unit Price	Ext Price
	<p>"SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.</p> <p>EXEMPT FROM COMPETITIVE BIDDING. AWARDED UNDER THE PRICING, TERMS AND CONDITIONS OF THE GSA CONTRACT NUMBER GS-35F-0462T. VENDORS PROPOSAL IS ATTACHED.</p> <p>VENDOR QUOTE: GS35F0462T VENDOR REF: LOWELL BALLARD AT 804-200-6951</p>				

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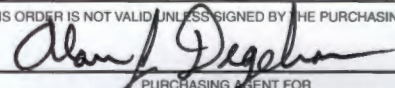
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PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE



Statement of Work

Fire Department Response Boundaries for the South

Texas A&M Forest Service

January 7, 2021

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INTRODUCTION

On behalf of the Southern Group of State Foresters (SGSF), Texas A&M Forest Service (TFS) is requesting the collection and spatial data management of local fire department response boundaries across the South. This project 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.

The National Association of State Foresters (NASF), in close coordination with the U.S. Forest Service, is implementing performance measures to inform Congress and the Office of Management and Budget (OMB) about funding for state forestry programs. The specific measure pertaining to the Volunteer Fire Assistance (VFA) Program is “Capacity is built with responders in the most at-risk fire department response areas.” The goal of this measure is to assess fire response districts based on the amount of grant funding received compared to their relative wildfire threat.

To assist with developing a compelling, quantifiable, nationally consistent and achievable performance measure for the VFA Program, a determination was made that the spatial identification of local fire department response boundaries is a necessary data source.

Being able to identify the response boundaries for fire departments, particularly volunteer and mostly volunteer departments, can provide multiple of benefits including, but not limited to:

- Allowing the Forest Service and NASF to be better prepared to defend annual appropriation requests for the VFA Program and to see increased levels of funding.
- State Foresters will be able to improve processes for reviewing and rating applications for VFA grant assistance.
- Eligible fire departments in higher risk areas can be more easily identified and can be provided the training, equipment and capacity to be efficient and effective in responding to wildfires.
- The collection of this data will also provide more accurate information on the number of fire departments eligible for VFA Program assistance by documenting department membership and cross matching with U.S. Census data for communities.

PROJECT MANAGEMENT

TFS is the contracting agency and will have sole authority for all project-related matters. TFS, or a designee from the South, shall be actively involved in the discovery and design throughout the project. Vendor will coordinate with the TFS project manager to minimize the effort required by state forestry personnel as much as possible so that they may continue to focus on their core job duties.

PROJECT IMPLEMENTATION TEAM

- A project implementation team will be formed to:
 - Identify and establish a single point of contact from TFS, or designee, to support coordination.

- Identify and establish a project manager from TFS.
- Identify and establish the Contractor's team and project manager.
- Any issues that arise will be resolved through a collaborative decision process between TFS and Contractor.
- TFS maintains sole authority to approve/reject all project-related matters.

PROJECT KICK-OFF AND STATUS MEETINGS

- 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, technical requirements, delivery milestones, logistics, and staff responsibilities and roles.
- The Contractor will be responsible for conducting bi-weekly status meetings with the TFS project 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.

SCOPE – PROJECT BASED SERVICES

The scope of this project includes the following objectives and tasks.

Key Objectives:

- Work with the Southern Group of State Foresters to secure and manage appropriate resources to acquire the necessary data to spatially identify the boundaries of all local fire departments (i.e. volunteer, combination and career) for the 13 Southern States located in USDA Forest Service Region 8 (NASF Southern Region).
- Define common data model elements needed to support the USFS / NASF performance measures
- Utilize the Southern Wildfire Risk Assessment Portal (SouthWRAP) as the hosting site for the response area boundary data.
- Provide the Forest Service and NASF with full access to the fire department response area boundary data.

Key Tasks:

Task #	Task Name	Description
1.	Kickoff Preparation and Kick off Delivery / Project Plan	<ul style="list-style-type: none"> - Prepare a soft kick off deck - Host a soft kickoff with the core team - Prepare a formal kickoff - Host a formal kickoff with the expanded team - Prepare, review and finalize a formal project plan
2.	State-level Survey, Results Analysis and Draft Grouping of States	<ul style="list-style-type: none"> - Create a formal survey to send to all States - Develop points of contact to receive the survey - Distribute the survey - Follow up to obtain survey responses - Review and process results into metrics - Review outcomes with the core team - Create initial grouping of States into tiers based on expected difficulty to acquire spatial fire department response boundaries
3.	Data Inventory and Data Model Development	<ul style="list-style-type: none"> - Complete data inventory based on survey results - Use survey to facilitate a data model development of core attributes and desired attributes
4.	Pilot Framework Development and Approach	<ul style="list-style-type: none"> - Develop a pilot approach framework - Define the States to include the pilot (3) - Select one state from each tier: <ul style="list-style-type: none"> o Tier 1 = Good quality data that is readily available for use. o Tier 2 = Fair quality data that requires cleaning before use o Tier 3 = No data or poor quality data that requires conversion from paper maps or substantial cleaning of the existing digital data before use - Define the goals for the pilot, success factors and how the results will be used as inputs and next steps
5.	Tier 1 Pilot State	<ul style="list-style-type: none"> - Execute the pilot for a Tier 1 state - Document lessons-learned - Deploy results to a project tracking, GIS-based, portal - Complete pilot and deliver results to TFS
6.	Tier 2 Pilot State	<ul style="list-style-type: none"> - Modify plan based on results of Tier 1 Pilot State - Execute project for a Tier 2 Pilot State - Document lessons-learned - Deploy results to a project tracking, GIS-based, portal - Complete pilot and deliver results to TFS
7.	Tier 3 Pilot State	<ul style="list-style-type: none"> - Modify plan based on results of Tier 2 Pilot State - Execute project for a Tier 3 Pilot State - Document lessons-learned - Deploy results to a project tracking, GIS-based, portal

		- Complete pilot and deliver results to TFS
8.	Prioritize and Group States into Tiers	- Based on the lessons learned from the pilots, reevaluate the potential workload for each state and adjust their initial tier if necessary.
9.	Production of Tier 1 States	<ul style="list-style-type: none"> - Process the Tier 1 States (good quality data) - Implement common data model - Develop data quality reports - Complete and deliver results to TFS
10.	Production of Tier 2 States – Batch 1	<ul style="list-style-type: none"> - Begin to process the Tier 2 (fair quality data) States - Implement common data model - Develop data quality reports - Complete and deliver results to TFS
11.	Production of Tier 2 States – Batch 2	<ul style="list-style-type: none"> - Continue to process the Tier 2 States (fair quality data) - Implement common data model - Develop data quality reports - Complete and deliver results to TFS
12.	Deployment to SouthWRAP	<ul style="list-style-type: none"> - Deploy data to SouthWRAP and to Fire Response websites - Provide data access to key stakeholders via SouthWRAP applications - Provide ability to download datasets from SouthWRAP
13.	Final Report	<ul style="list-style-type: none"> - Compile and summarize data quality reports for each state - Estimate effort to complete Tier 3 States - Recommend a strategy for maintaining and updating fire department boundaries - Complete and deliver final report to TFS
		-

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

Deliverables	Price Quote*	Estimated Start Date	Estimated Completion Date
1. Kickoff Preparation and Kick off Delivery / Project Plan	\$5,000	Feb. 2021	Mar. 2021
2. State-level Survey, Results Analysis and Draft Grouping of States	\$8,000	Feb. 2021	Mar. 2021
3. Data Inventory and Data Model Development	\$8,000	Mar. 2021	Apr. 2021
4. Pilot Framework Development and Approach	\$8,000	Apr. 2021	May 2021
5. Tier 1 Pilot State	\$12,000	May 2021	June 2021
6. Tier 2 Pilot State	\$14,000	June 2021	July 2021
7. Tier 3 Pilot State	\$15,000	July 2021	Aug. 2021
8. Prioritize and Group States into Tiers	\$5,000	Aug. 2021	Sept. 2021
9. Production of Tier 1 States	\$20,000	Sept. 2021	Oct. 2021
10. Production of Tier 2 States – Batch 1	\$25,000	Oct. 2021	Nov. 2021
11. Production of Tier 2 States – Batch 2	\$25,000	Nov. 2021	Dec. 2021
12. Deployment to SouthWRAP	\$6,000.00	Dec. 2021	Jan. 2022
13. Final Report	\$2,846.15	Jan. 2022	Feb. 2022
TOTAL	153,846.15		

* Price Quote is based on Program Manager (\$172.28), Senior Project Manager (\$133.29), and GIS Analyst (\$81.61), Specialist (\$63.47) and Technician (\$50.78) rates defined in the terms and conditions of GSA contract GS-35F-0462T.

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

PERIOD OF PERFORMANCE

Period of performance shall commence on date purchase order is issued and shall conclude on **August 31, 2022**. Any extension for the period of performance must be approved by the Texas A&M Forest Service.

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.

DEFINITIONS

“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.

“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.

“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.

“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.

“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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

RESPONSE SUBMISSION REQUIREMENTS

Response submission must be completed and sent to Customer by **2:00 p.m. CDT, Wednesday, January 20, 2021.** 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