

VENDOR

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date
08/23/2021

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)
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P100461

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

VENDOR

15821584480
 AIR CHUCK INC
 FIELD SUPPORT SERVICES
 3039 AMWILER RD STE 128
 ATLANTA, GA 30360-2824

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

INVOICE TO:

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

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	FBS-HS "High Speed" Gas-Powered Ground Ignition Hand Launcher With standard handle and barrel. Each PyroShot HS comes with (1) ea of FBS-500 Ball Bag	3	EA	2,415.000	7,245.00
2	Dragon Eggs 1" Ignition Spheres used in all PyroShot One box contains 1,000 Dragon Eggs.	3	EA	340.000	1,020.00
3	PS01-3160 Package C- Six Bottle Side arm kit Powertank CO2 Equipment	3	EA	648.950	1,946.85
4	FBS-250 "Globe Mag" Holds 150 Dragon Eggs to eliminate constant reloading. per website @ pyroshot.com	3	EA	225.000	675.00
5	Prepaid transportation charges	1	LOT	188.320	188.32
				TOTAL	11,075.17
***** NET 30 *****					
<p>NOTE TO VENDOR: "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.</p> <p>BY ACCEPTANCE OF THIS PURCHASE ORDER VENDOR AGREES TO ALL TERMS AND CONDITIONS (AS APPLICABLE) LISTED ON ATTACHED "TEXAS A&M FOREST SERVICE PURCHASE ORDER--ATTACHMENT A".</p>					
DCT					

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.

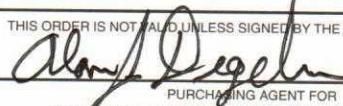
IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE
 DEPARTMENT RECEIVING ROOM BY

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

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

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Item	Description	Quantity	UOM	Unit Price	Ext Price
DCT	<p>SOLE SOURCE PROVIDER OF DELAYED AERIAL IGNITION DEVICE SYSTEM. STANDARD AGENCY PO TERMS AND CONDITIONS SHALL APPLY. VENDORS QUOTE IS ATTACHED.</p> <p>VENDOR QUOTE: 1452 VENDOR REF: JORDAN KING AT 770-454-1130</p>				

DCT

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FOB: DESTINATION FRT INCLUDED

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THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT



PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE

ATTACHMENT A
TEXAS A&M FOREST SERVICE
PURCHASE ORDER
TERMS AND CONDITIONS

1. **REQUIREMENTS OF AWARDED BID**
 Vendor must comply with all rules, regulations, and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
2. Vendor must have price per unit shown. Unit prices shall govern in the event of extension errors.
3. Awarded bid was submitted to the Texas A&M Forest Service (TFS) on or before the hour and date specified for the bid opening.
4. Late and/or unsigned bids were not considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
5. Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the order.
6. Bid prices are to be firm for TFS acceptance for 60 days from opening date. Cash discounts offered will be taken if earned.
7. **PAYMENT**
 Vendor shall submit one (1) copy of an itemized invoice referencing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.
8. **PATENTS OR COPYRIGHTS**
 Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights.
9. **VENDOR ASSIGNMENTS**
 Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1987). Inquiries pertaining to quotation must give the quotation number and opening date.
10. **BIDDER AFFIRMATION**
 Signing a bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature herein affixed, the bidder hereby certifies that:
 - 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation.
 - 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
 - 10.3 Neither the bidder nor the 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 above), nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
 - 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.
 - 10.5 Pursuant to Section 231.006 (d), Family Code, re child support, the bidder certifies that the individual or 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.
 - 10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
 - 10.7 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 of performance of this contract.
 - 10.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
 - 10.9 Bidder certifies that they are in compliance with section 699.003 of the Government Code, relating to contracting with executive head of a State agency. If section 699.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____
 - 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
 - 10.11 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.
 11. **BUSINESS OWNERSHIP**
 Pursuant to Section 231.006 (c), Family Code, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity.
 12. **NOTE TO BIDDER**
 Any terms and conditions attached to a bid will not be considered. Such terms and conditions may result in disqualification of the bid.
 13. **ALTERNATIVE DISPUTE RESOLUTION**
 The dispute resolution process provided for in Chapter 2280 of the Texas Government Code shall be used, as further described herein, by Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract made by the contractor.
 - (a) A contractor'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 2280, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Robby DeWitt, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2280, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2280, subchapter C, Texas Gov't Code.
 - (b) The contested case process provided in Chapter 2280, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A).
 - (c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to sue.
 - (1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2280, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 58 of the TAC.
 - (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.
 - (3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2280.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (793) 458-7300.
 14. **PUBLIC DISCLOSURE**
 - (a) Bidder acknowledges that Texas A&M Forest Service 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 Texas A&M Forest Service's written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excluded from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Texas A&M Forest Service has a right of access.
 - (c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2291.253(a)(1), Texas Government Code.
 15. **REHAB ACT, VEVRAA, SECTION 503**
 This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.



Air Chuck, Inc. dba Field Support Services
3039 Amwiler Rd. Unit 128
Atlanta, GA 30360
(770) 454-1130
sales@helifire.com
Fed ID# 58-2158448

Quotation

Date	Quotation #
8/23/2021	1452

Name / Address	Ship To
Texas A&M Forest Service Attn: Danielle Toler 200 Technology way, STE 1162 College Station, TX 77845-3424	Texas A&M Forest Service Attn: Danielle Toler hnology way, STE 1162 College Station, TX 77845-3424

Item	Description	Qty	Rate	Terms
				Net 30
FBS-HS	PyroShot High Speed DCID Launcher with 15 inch barrel and 5 inch handle SN .-----.	3	2,415.00	7,245.00
DE000100	Dragon Egg Ignition Device - 1" White/Orange (1000/Box)	3	340.00	1,020.00
PS01-3160	Powertank Sidearm Kit Package C, Six Bottles, ships from Lodi CA	3	648.95	1,946.85
FBS-250	150 Round FBS-1 Magazine	3	225.00	675.00
Freight	Prepaid Transportation Charges	1	188.32	188.32
		Subtotal		\$11,075.17
		Sales Tax (0.0%)		\$0.00
		Total		\$11,075.17