

VENDOR

# PURCHASE ORDER

## TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

 Order Date  
04/25/2023

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)
P300323	

 VENDOR GUARANTEES  
MERCHANDISE DELIVERED ON  
THIS ORDER WILL MEET OR  
EXCEED SPECIFICATIONS IN  
THE BID INVITATION.
**INVOICE TO:**
 TEXAS A&M FOREST SERVICE  
FRD/SF--ASSOCIATE DIRECTOR  
200 TECHNOLOGY WAY, SUITE 1281  
COLLEGE STATION TX 77845-3424

VENDOR	18115947482 QUICKACTCASUAL LLC 6430 BLUE ASH DR LEMON GROVE, CA 91945-1356
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 ALL TERMS AND  
CONDITIONS SET  
FORTH IN OUR BID  
INVITATION BECOME  
A PART OF THIS  
ORDER.
**SHIP TO:**
 TEXAS A&M FOREST SERVICE  
FRD/SF--ASSOCIATE DIRECTOR  
200 TECHNOLOGY WAY, SUITE 1281  
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
	CHANGE ORDER 04/25/2023				
	USER REF: 000000-MY				
1	documentary production costs in five phases Phase 1: development and pre-production Phase 2-4: production and travel	4	LOT	5,000.000	20,000.00
2	documentary production costs final phase Phase 5: post-production and delivery	1	LOT	4,999.000	4,999.00
				TOTAL	24,999.00
	***** 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.				
	SOLE SOURCE PROCUREMENT				
	DIRECT PUBLICATONS PURCHASE NOT AVAILABLE FROM ANY OTHER SOURCE.				
	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".				
	SOLE SOURCE PURCHASE OF VIDEO DOCUMENTARY RE: USE OF MASS TIMBER CONSTRUCTION IN NEW TFS HUDSON OFFICE USING PRODUCTION COMPANY USED IN PREVIOUS DOCUMENTARIES REGARDING MASS				

RTL

Texas A&amp;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 151.308 (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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Page 02

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MERCHANDISE DELIVERED ON  
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<b>VENDOR</b>
18115947482 QUICKACTCASUAL LLC 6430 BLUE ASH DR LEMON GROVE, CA 91945-1356

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

<b>INVOICE TO:</b>
TEXAS A&M FOREST SERVICE FRD/SF--ASSOCIATE DIRECTOR 200 TECHNOLOGY WAY, SUITE 1281 COLLEGE STATION TX 77845-3424
<b>SHIP TO:</b>
TEXAS A&M FOREST SERVICE FRD/SF--ASSOCIATE DIRECTOR 200 TECHNOLOGY WAY, SUITE 1281 COLLEGE STATION TX 77845-3424

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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
	<p>TIMBER CONSTRUCTION. SOLE SOURCE TO MAINTAIN CONTINUITY OF PRODUCTION FEEL AND QUALITY IN SERIES.</p> <p>STANDARD AGENCY TERMS AND CONDITIONS SHALL APPLY.</p> <p>CHANGE #1: PER UPDATED ESTIMATE, CHANGED COST OF PROJECT TO \$24,999 BY REMOVING FINAL PHASE FROM LINE 1 AND ADDING TO TO LINE 2 AT \$4999. UPDATED ESTIMATE ATTACHED.</p> <p>VENDOR QUOTE: 04032023 VENDOR REF: QUICKACTCASUAL 914-374-3372</p>				

RTL

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FOB: DESTINATION FRT INCLUDED

Terms:

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DEPARTMENT RECEIVING ROOM BY

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

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.

PURCHASING AGENT FOR  
**TEXAS A&M FOREST SERVICE**

**QuickActCasual, LLC**  
6430 Blue Ash Dr, Lemon Grove, CA 91945  
(914) 374-3372  
[quickactcasual@gmail.com](mailto:quickactcasual@gmail.com)

Please find below a scope of work and cost estimate as requested by Texas A&M Forest Service (TAMFS).

## **About QuickActCasual, LLC**

The QuickActCasual (QAC) video production method prioritizes pre-production and development, ensuring we produce a format which is clear, consistent, and sustainable for your project before leaping into filming, saving you time and money in the form of editing hours. By showing you exactly what you are getting up front, we minimize the likelihood of superfluous noting or project overhauls in post-production.

Most importantly, we seek to demystify the video production process for you, so if you have any questions at all, don't hesitate to ask!

## **QUALIFICATIONS**

QuickActCasual has had the honor of serving the American forestry community for over four years. We have created video and film content for national clients such as the USDA Forest Service and the National Association of State Foresters, and worked with over 10 state agencies to promote good forest management, watershed conservation and partnerships among agencies, businesses and private landowners. QAC was the production company behind the development and production of TAMFS's original video series "Mass Timber in Texas," aimed at educating construction industry leaders and the general populous on the benefits of mass timber building as a sustainable solution for Texas markets. QAC's knowledge of the subject matter and experience capturing mass timber construction on video will significantly reduce the preparation and development time necessary for this project.

QAC is seasoned in small-scale, "run-and-gun" productions, meaning we can follow you and your team wherever they go, while capturing inspiring, film-quality imagery to tell your story. More recently, QAC has favored a more "indirect" marketing approach, prioritizing human storytelling as a means to connect with an audience over the backdrop of our clients' communications goals. This strategy has proven incredibly successful at generating interest and views. Please see the following case study, a film produced for the National Association of State Foresters, as evidence of this approach.

### **[Forgotten Storm \(link\)](#)**

*In 2018, Hurricane Michael destroyed 72 million tons of timber across the Florida Panhandle. Watch how the tree-dependent Calhoun County community banded together to clean up and replant in the wake of this natural disaster.*

## **Scope of Work for Texas A&M Forest Service**

### **DELIVERABLES**

- **Mini Docu-series chronicling TAMFS Mass Timber Project in Hudson, TX**
  - 3-5 Mini-documentary episodes
  - 12-15 minutes total series runtime
  - 1 “Supercut” that stitches all episodes together
- Delivered in 4K resolution:
  - Compressed H.264 optimized for web streaming on platforms specified by TAMFS

### **PURPOSE**

This short form documentary series will tell the success story of the TAMFS’s mass timber building project in Hudson, TX, the first fully mass timber building constructed by a forest service in the United States.

This story will promote the benefits of building with Southern Yellow Pine CLT over traditional construction materials, and provide an inside look at the process. The series will aim to persuade developers, architects, urban planners, and other industry influencers to consider mass timber as an economical, sustainable, and aesthetically superior building material for future developments.

### **IMPACT GOALS**

- 1) Provide a comprehensive start-to-finish look at building with mass timber.
- 2) Elevate Texas A&M Forest Service as a pioneer of this material and process.
- 3) Increase demand for mass timber in Texas.
  - \*Incentivize the establishment of a CLT manufacturing plant in the state of Texas.

### **CONCEPT & CREATIVE**

From the original mass timber video series:

- “*It’s time we start **growing** our homes and office buildings.*” This visceral phrase conjures images of a beautiful symbiosis between humanity and nature, and it is the emotional hook behind our series. All of our compiled evidence for the viability of mass timber will point back to this simple, intuitive idea.

This project will supplement the body of video content promoting mass timber that QAC has previously created for TAMFS. The docu-series will compliment the previous works in its visual style and storytelling aesthetic, while simultaneously breaking the mold of direct marketing established in the original series of videos. This series' content will invite viewers to be a part of the story of the Hudson, TX building project as it unfolds.

The hook will be the human element of undertaking a heretofore untested challenge: fully mass timber construction by a forestry agency in the United States. Viewers will follow TAMFS Forest Analytics Department Head and mass timber advocate Aaron Stottlemeyer as he connects with the community of industry leaders, small businesses, laborers and and land owners that it takes to produce a fully mass timber building. As audiences get to know Aaron and his vision for a local and sustainable mass timber building industry in Texas, so will the need for robust timber markets and a regional CLT manufacturer sink in.

Mass timber education is peppered throughout the series as we interview various players in the process (architects, contractors, manufacturers, mill owners, land owners, etc) and our impact goals are achieved indirectly as viewers tune in to see how the story unfolds for our characters.

**Core Story Elements:**

- TAMFS has been advocating for mass timber for years, and finally they have a chance to show the public its merits by building with it themselves.
- Manufacturing CLT requires high grade dimensional lumber, which necessitates more sophisticated communication between manufacturers and mills. We will explore the existing relationships between Structurlam and their mills, keeping mind the potential benefits of having all facets of this industry local to East Texas.
- The General Contractor has never constructed a fully mass timber building before. They are looking to the future and want to be at the forefront of this budding industry.
- Our characters face challenges throughout the project: budget constraints, changing partnerships, construction obstacles, but ultimately pull through to erect the building.
- Aaron Stottlemeyer is the thread connecting the many parts of the Hudson project. We experience the story alongside him, through his eyes as a champion for mass timber.

**Core Themes:**

- Mass timber is a strong, environmentally sustainable and cost-effective building material made of trees that grow right here in East Texas.
- Texas's population is growing fast and needs more housing. Using Texas trees to make Texas buildings just makes sense.
- Mass timber building represents a significant change in the American construction industry. This change will present new, untested challenges, but the growing pains are worth the lasting effect this new material will have on Texas's construction industry, timber markets, and the wellbeing of Texans and their natural environment.

This docu-series will have a more “verité” or “fly-on-the-wall” feeling to it than the prior series as we follow Aaron through the various steps of the building process. But in pace with the previously created content, the unifying aesthetic theme throughout will be the beauty of mass timber, sharing with audiences the feeling of being inside a structure whose essential elements were grown from soil. Again, our cinematography will draw the comparison between the calming atmosphere and sense of home provided by forests and the impression one has standing in a space constructed with mass timber. We will utilize new footage as well as previously recorded imagery of mass timber in its incredible strength and scale, both as the trees that become our buildings and as the beams and panels that support them.

Interviews will be captured in a conversational style, with the goal of drawing out each subject’s personality, so as to quickly build trust with our audience. Whenever possible, they will be shot with a two-camera setup: a master medium-wide and a tighter more profiled angle that adds visual weight to subject’s words, and provides flexibility in editing.

## **RECOMMENDATIONS:**

- **Stay open to the idea of this story in 3, 4, or 5 videos.**

As stated under “Deliverables” at the top of this proposal, we should keep a clear aim for 12-15 minutes of total story content. However, at this stage, it would be wise to keep an open mind about where our “Act Breaks” might occur, and allow that to drive our format. For example, maybe there is a great cliff hanger at 2:30, right in the middle of the Construction episode. We might then want to split this 5-minute video into two 2.5-minute videos. We can workshop this during our next outlining meeting, and adjust as needed in edits. It does not change the overall editing time, total runtime, or total cost of the deliverables, but could be helpful to remain flexible in our exploration of this new storytelling style.

- **Develop specific story elements to draw from each interview.**

We will be extremely intentional at the outset about what each interviewee stands to contribute to our overall story. Other than Aaron, who will be the thread connecting all of the videos in the series, viewers will have limited time to get to know the interviewees. This means their function to our story arc must be clear from the beginning. With this in mind, we will do our best to limit the number of new voices in each video.

- **Create a detailed and ongoing Marketing and Release Plan for the series.**

This project is unique in that production and video release will be concurrent with the process of constructing the building in Hudson. This is part of the appeal! Viewers will not know how the story will end because it is still unfolding as they watch. In order to capitalize on the “breaking” story element of this project, QAC proposes the development of an online marketing and release plan for the duration of the project. This will entail initial research on TAMFS’s social media and other outreach channels, followed by the creation of a monthly release schedule for each video, including strategies like releasing like teaser videos/photos, email newsletters to promote release, or social media ad buying plans. Marketing and release plans will target specific audiences and their influencers relevant to the material.

## DEVELOPMENT

- **QAC delivers rough Video Outlines.**
- Kick-off meeting to gather feedback on outlines and discuss viability with production scheduling.
- TAMFS confirms availability and willingness of proposed interviewees.
- **QAC works with TAMFS to develop Production Schedule.**
- QAC redrafts video outlines, shaping topics of interest into ideal story arcs for each interview.
- Meet again to collect outline feedback and refine production schedule.
- **QAC works with TAMFS to develop Post-Production Schedule.**
- Once outlines are finalized, QAC compiles interview scripts/question outlines for each interview.
- **After each Production Phase, QAC works with TAMFS to adjust story outlines and Production Plans, as needed.**

*\*Phone calls or zoom meetings may be held at each stage of Development, as needed.*

## PRE-PRODUCTION / PROJECT MANAGEMENT

- If interviewees are willing, QAC conducts brief 10-15 minute preliminary phone interviews with each of them.
- ***\*TAMFS specifies production dates with consultation from QAC.***
- ***\*TAMFS makes necessary introductions for QAC to coordinate interview scheduling. TAMFS provides support during scheduling process, if needed.***
- QAC coordinates necessary equipment, travel and accommodations for primary production.
- QAC compiles shot lists for each production location, determining what footage should be prioritized for capture during each production period.

## PRODUCTION

- QAC travels to Texas 3 times for a total of 7 days of on-location production.
  - **Production Phase 1** = Story Setup & Manufacturer Visit + Interviews (2 days)
  - **Production Phase 2** = Building Construction in Hudson, TX + Interviews (2 days)
    - QAC strongly recommends the addition of a Camera Assistant to aid with capture during this phase. This will allow for simultaneous two-camera operation, near doubling our captured footage of this essential and climactic plot point.
  - **Production Phase 3** = Finished Walkthrough + Final Interviews (2 days)
- Over these 3 Production Phases, QAC captures all necessary interviews, follow-along footage with Aaron, and required B-roll for the final product.
- Shoot days are run by director/operator Alex Cantatore.
- Upon the completion of Production Phases 1 and 2, QAC evaluates success of capture and identifies any reshooting that may be necessary for the next Production Period.

**QAC Production Package** (included in production day rate):

- Blackmagic Pocket Cinema Camera 6K (w/ Diety S-Mic 2 shotgun mic)
- Blackmagic Pocket Cinema Camera 4K (w/ Metabones Speedbooster)
- Mavic 2 Pro 4K Drone & FAA Certified Pilot
- Canon EF 24-70mm f2.8
- Canon EF 70-200mm f2.8
- Sigma EF 14-24mm f2.8
- Meike Micro 4/3 16mm f2.2
- 1x Fluid Head Tripod / 1x Travel Tripod
- DJI Ronin-S 3-axis gimbal
- 3x Godox VL300 LEDs with diffusion modifiers
- 2x Bi-color LED panels
- 3x Quasar Bi-color batt-powered LED tubes
- Stands & Grip
- Zoom H8n Audio Recorder
- Diety S-Mic 2 shotgun microphone
- Tentacle Track E Sync Wireless Recorders & Sync E Timecode Generators
- Sennheiser ex3 Wireless Lav system

**TRAVEL**

QAC has included a travel stipend in the budget, intended to cover costs of transportation and accommodations for all Production Periods.

*\*\*\*This budget assumes that it will NOT be necessary for QAC to rent a car. We hope to save on cost by riding along with Aaron, since we'll be following him as our main character for this story.*

**POST-PRODUCTION**

- QAC delivers rough cuts of each video for notes on a rolling basis.
- Post-production includes **2 rounds of notes per deliverable**, unless two rounds of notes does not fill the budgeted time. Notes can be conveniently administered through Vimeo Review Pages, in which the client may simply click on the video to leave time-coded comments. Notes may also be delivered via email or over the phone.
  - QAC requires consolidated feedback from a single point person throughout edits.
- QAC creates necessary graphics and titles, including bumpers, lower thirds, etc. We also procure rights to music, and mix/master audio. A professional color grade is administered on the final edit.

**MEDIA STORAGE**

During Post-Production, QAC will store media and edit from a project-dedicated 16TB hard drive and back up all media and project files on the QuickActCasual edit bay.



## TIMELINE

- **Pre-Production & Development** begin immediately upon signing.
- **Production Phase 1** slated for May, 2023. Exact dates TBD.
- **Production Phases 2 & 3** dates TBD.
- **Post-Production** for each phase can be completed and fully delivered *within 6 weeks of the end of production*, dependent on timely feedback from TAMFS.

## BUDGET

SERVICE	Amount	Rate	Cost
<b>DEVELOPMENT</b>	16 hrs	75/hr	1,200
<b>PRE-PRODUCTION</b>	16 hrs	75/hr	1,200
<b>PRODUCTION</b>	6	1075/day	6,450
<b>CAMERA/AUDIO ASSISTANT</b> (For one 2-day Production Phase) <i>or</i> <b>1.5 EXTRA PRODUCTION DAYS</b> (W/ Alex - added to existing production phases)	2150 (Inclusive)	2150	2,150
<b>POST-PRODUCTION</b>	15 days (≈ 1 day/min)	600/day	9,000
<b>TRAVEL</b> (Flights, car, hotel, meals)	4699	-	4,699
<b>Music Licensing</b>	-	Full access to Artist catalogue	Included
<b>NEW Project-Dedicated Editing Drive</b> - 16TB Seagate IronWolf 7200rpm NAS	2 (8TB drives)	150	300
<b>TOTAL</b>			<b>\$24,999</b>

## PAYMENT SCHEDULE

- Payment 1 (Development & Pre-Pro) — **20% due upon delivery of Project Plan.**
- Payment 2 (Production/Travel/Post 1) — **20% due by end of Production Phase 1.**
- Payment 3 (Production/Travel/Post 2) — **20% due by end of Production Phase 2.**
- Payment 4 (Production/Travel/Post 3) — **20% due by end of Production Phase 3.**
- Payment 5 (Post-Pro & Final Delivery of “Supercut”) — **Remaining contract amount due on final delivery.**

\*(Payment 5 adjusted for unused funds or additional services beyond this scope.)

## ***PROPOSAL SUBJECT TO CHANGE***

The above scope of work and proposed budget does not in itself constitute a contractual agreement. It is the best estimation of costs for video production services by QuickActCasual, LLC based on the information currently provided by TAMFS. Proposal and budget are subject to change based on future communication between TAMFS and QuickActCasual, LLC.

### *Additional Services Cost Breakdown*

- Additional edits or copywriting outside this scope will be billed at a rate of \$80/hr.
- Additional shoot days outside this scope will be billed at a rate of \$1075/day.

### *Additional Media Costs*

- Music licensing, media storage, or purchase of any additional graphic elements outside this scope at the request of TAMFS will be billed to TAMFS, at cost.

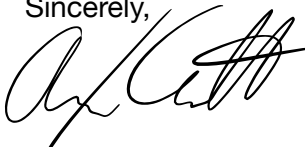
## **CONTACT**

Alex Cantatore and QuickActCasual, LLC thanks you for your time and consideration, and we very much look forward to bringing your vision to life!

Please do not hesitate to contact Alex with any further questions at:

**914.374.3372 or [QuickActCasual@gmail.com](mailto:QuickActCasual@gmail.com)**

Sincerely,

A handwritten signature in black ink, appearing to read 'Alex Cantatore', with a stylized flourish at the end.

Alex Cantatore  
Owner/Operator  
QuickActCasual, LLC

# ATTACHMENT A

## TEXAS A&M FOREST SERVICE

### PURCHASE ORDER

### TERMS AND CONDITIONS

#### 1. REQUIREMENTS OF AWARDED BID

- 1.1 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.
- 1.2 Vendor must have price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Awarded bid was submitted to the Texas A&M Forest Service (TFS) on or before the hour and date specified for the bid opening.
- 1.4 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.
- 1.5 Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the order.
- 1.6 Bid prices are to be firm for TFS acceptance for 60 days from opening date. Cash discounts offered will be taken if earned.
- 1.7 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
- 1.8 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.
- 1.9 TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.
- 1.10 Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

#### 2. SPECIFICATIONS

- 2.1 Vendor shall furnish items as specified by model or catalogue numbers, brand names or manufacture referenced on the purchase order.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 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 TFS will not be bound by any oral statement or representation contrary to the written specifications of this purchase order.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
3. **TIE BIDS**  
Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).

#### 4. DELIVERY

- 4.1 Delivery shall be within the quoted number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without TFS written approval.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.
- 4.5 Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number.
5. **INSPECTION AND TESTS**  
All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS' option, will be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

#### 6. AWARD OF CONTRACT AND FORCE MAJURE

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the contractor. To obtain release on Force Majeure, the vendor must file a written request to the TFS.

#### 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. (1967). 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 hereon 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 669.003 of the Government Code, relating to 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: \_\_\_\_\_  
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

submitting quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award.

#### 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 2260 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 2260, 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 2260, 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 2260, subchapter C, Texas Gov't Code.
- (b) The contested case process provided in Chapter 2260, 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 suit.
- (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 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 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 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (979) 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 2261.253(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.

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

16. **Conflict of Interest.** By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
17. **Prohibition on Contracts with Companies Boycotting Israel.** Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
18. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
19. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.