

VENDOR

# PURCHASE ORDER

## TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT

Order Date  
06/20/2023

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)
P300356	

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

**INVOICE TO:**

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

<b>VENDOR</b>	
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--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-TCJ				
1	Project Initiation - KOM Contract No. GS-35F-0462T	1	EA	2,750.000	2,750.00
2	Source Data Rasters and Workbook Contract No. GS-35F-0462T	1	EA	11,000.000	11,000.00
3	NVC Calc Results Contract No. GS-35F-0462T	1	EA	11,000.000	11,000.00
4	90th Percentile Headfire Characteristics Rasters Contract No. GS-35F-0462T	1	EA	11,000.000	11,000.00
5	Ignition Density Grid Rasters Contract No. GS-35F-0462T	1	EA	13,750.000	13,750.00
6	WUI Rasters Contract No. GS-35F-0462T	1	EA	13,750.000	13,750.00
7	Tabular Summaries of Wildfire Risk to Homes Contract No. GS-35F-0462T	1	EA	22,000.000	22,000.00
8	Final Report and Presentation Contract No. GS-35F-0462T	1	EA	19,250.000	19,250.00
				TOTAL	104,500.00
	***** 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.				

RTL

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

FOB: NOT SPECIFIED

**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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COLLEGE STATION TX 77845-3424

VENDOR	15413014130 TIMMONS GROUP INC 1001 BOULDERS PKWY STE 300 NORTH CHESTERFIELD, VA 23225-5512
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Item	Description	Quantity	UOM	Unit Price	Ext Price
RTL	<p>SOLE SOURCE PROCUREMENT</p> <p>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 GOVERNMENT CODE.</p> <p>BY ACCEPTANCE OF THIS PURCHASE ORDER VENDOR AGREES TO ALL TERMS AND CONDITIONS (AS APPLICABLE) LISTED ON ATTACHED "TEXAS A&amp;M FOREST SERVICE PURCHASE ORDER--ATTACHMENT A".</p> <p>EXEMPT SOLE SOURCE PROCUREMENT JUSTIFIED BY LETTER FROM CURT STRIPLING, ATTACHED. AGENCY TERMS AND CONDITIONS AS WELL AS GSA CONTRACT GS-35F-0462T TERMS AND CONDITIONS APPLY. VENDOR QUOTE ATTACHED.</p> <p>VENDOR QUOTE: 06132023 VENDOR REF: CHRIS GERECKE 804-334-9243</p>				

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

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PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE**

# STATEMENT OF WORK

## SWRA 2022 Update

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Phase II – Wildfire Risk to Resources and Assets

6/1/2023



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## 1 Introduction

On behalf of the Southern Group of State Foresters (SGSF), Texas A&M Forest Service (TAMFS) seeks to update the Southern Wildfire Risk Assessment (SWRA) for the 13 Southern States<sup>1</sup> in US Forest Service Region 8 and deploy the results to the Southern Wildfire Risk Assessment Portal (SouthWRAP)<sup>2</sup>. 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 purpose of the SWRA 2022 Update project is to develop and implement an updated risk assessment that accurately portrays current risk conditions, increases user engagement, and improves the overall utility of SouthWRAP. Furthermore, it will help keep SouthWRAP as the go-to source for obtaining, communicating, and managing wildfire risk information across the South. This project is sponsored by the SGSF Fire Committee and the SWRA Steering Committee will provide project oversight and guidance. The SWRA 2022 Update will be administered in phases based on available funding. Phase I concentrated on fuels and fire behavior characterization.

Phase II is a pilot assessment of wildfire risk to resources and assets, and will address:

- Valued Resource and Asset (HVRA) Characterization
- Wildfire Risk Production
- Summary Statistics Generation
- Deployment of Results to SouthWRAP

Phase II of the SWRA 2022 Update will utilize the best regionally available data and adopt the latest scientific methods and nationally-recognized nomenclature for wildfire risk assessments. The selected publications listed below will guide the development and implementation of the SWRA update. Moreover, if necessary, new and innovative risk metrics will be developed to help highlight wildfire-related issues in the South.

### Reference Publications:

- Scott, Joe H.; Thompson Matthew P.; Calkin, David E. (2013) [A Wildfire Risk Assessment Framework for Land and Resource Management](#). General Technical Report FMRS-GTR-315. USDA Forest Service, Rocky Mountain Research Station, 83 p.
- Scott, Joe H.; Brough, April M.; Gilbertson-Day, Julie W.; Dillon, Gregory K.; Moran, Christopher. 2020. Wildfire Risk to Communities: Spatial datasets of wildfire risk for populated areas in the United States. Fort Collins, CO: Forest Service Research Data Archive. <https://doi.org/10.2737/RDS-2020-0060>
- Scott, Joe H.; Gilbertson-Day, Julie W.; Moran, Christopher; Dillon, Gregory K.; Short, Karen C.; Vogler, Kevin C. 2020. Wildfire Risk to Communities: Spatial datasets of landscape-wide wildfire

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<sup>1</sup> The 13 Southern States in US Forest Service Region 8 include Alabama, Arkansas, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, and Virginia

<sup>2</sup> [www.SouthernWildfireRisk.com](http://www.SouthernWildfireRisk.com)

risk components for the United States. Fort Collins, CO: Forest Service Research Data Archive. <https://doi.org/10.2737/RDS-2020-0016>

- [Scott, Joe H. 2020. A Deterministic Method for Generating Flame-Length Probabilities. In: Hood, Sharon; Drury, Stacy; Steelman, Toddi; Steffens, Ron, tech. eds. The fire continuum—preparing for the future of wildland fire: Proceedings of the Fire Continuum Conference. 21-24 May 2018, Missoula, MT. Proc. RMRS-P-78. Fort Collins, CO: U.S. Department of Agriculture, Forest Service, Rocky Mountain Research Station. Pages 195-205.](#)

The overall goal for Phase II is to conduct an initial assessment of wildfire risk to the natural and built environments based on existing datasets available across the Southeast region based on the fuel and hazard information produced in Phase I.

Specific objectives for Phase II include:

- Leverage Phase I Burn Probability and Flame-Length Probability datasets
- Leverage existing spatial datasets pertaining to people (housing-units, hospitals, historic buildings), timber, surface drinking water, and critical energy infrastructure (electric transmission lines, power substations, oil and gas wells)
- Utilize the *in situ* risk calculation approach outlined in GTR-315
- Engage state and federal representatives to ensure local conditions, requirements and priorities are incorporated into the HVRA weighting process
- Produce conditional and expected net value change rasters for each of the above resources or assets
- Produce additional rasters for the SouthWRAP website, including ignition density
- Summarize wildfire risk to homes using methods derived from the Wildfire Risk to Communities project

## 2 Background

The SWRA supports the three primary goals of the Cohesive Strategy: 1) restoring and maintaining fire resilient landscapes, 2) creating Fire Adapted Communities, and 3) improving safe and effective wildfire response. It also supports the USFS priorities of 1) improving the condition of forests and grasslands, and 2) promoting shared stewardship by increasing partnerships and volunteerism, being good neighbors, and providing excellent customer service.

SouthWRAP is the primary mechanism by which the SGSF deploys risk information to create awareness among the public and arm local, state, and federal planners with tools to support wildfire mitigation and prevention efforts across the Southern states. It provides access to the results of the Southern Wildfire Risk Assessment via web and mobile applications through an intuitive and user-friendly interface. Information extracted from SouthWRAP is incorporated into strategic planning initiatives and hazard mitigation plans aimed at creating fire-adapted communities and restoring

and maintaining fire resilient landscapes. Moreover, it supports many national programs including Firewise USA®, CWPP's, and Ready Set Go!

Users of SouthWRAP represent a broad spectrum of the wildfire community, including federal, state, and local governments, fire department representatives, landowners, homeowners, consultants, and universities. There are currently 3,058 registered professional users and 4,996 detailed risk summary reports that have been generated since deploying SouthWRAP in June 2015. Additionally, an average of 400 users visit the site each month.

Community Assessor was deployed in October 2018 and this application empowers SGSF states to perform standardized community assessments and support WUI staff to help communities be more fire-adapted across the South. It also promotes local collaboration by allowing trained and qualified users to participate in the community assessment process. All information is stored in a central repository and made available to support the development of CWPP's and Firewise USA® Sites.

The results of this Project will have a positive effect on the lives of citizens across the Southern states by helping to identify wildland fire hazards that threaten their safety, and by facilitating the planning needed to mitigate those hazards.

### **3 Project Initiation and Implementation**

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

#### **3.1 Project Implementation Team**

##### **3.1.1 A project implementation team will be formed to:**

- Help manage the business and technical aspects of the project.
- Review roles and responsibilities of project team members including defining primary points of contact for TAMFS and the Contractor.
  - Identify and establish a core committee to support technical decision making throughout the project.
  - Identify points of contact for each of the 13 Southern States and federal partners (USFS, NPS, USFWS, and BIA) to assist the Project Implementation Team as necessary.
- Any issues that arise will be resolved through a collaborative decision process between TAMFS and Contractor.
- TAMFS contains sole authority to approve/reject all project-related matters.

#### **3.2 Progress Reports and Meetings**

- Project Kick-Off Meeting - an initial online meeting will be held at a time selected by TAMFS. The purpose of the kickoff meeting is to review project approach, objectives, work plan details, staff responsibilities and roles, technical requirements, delivery milestones and billing logistics.
- The Contractor will be responsible for conducting bi-weekly or monthly status meetings with the TAMFS project manager. The meetings will be held on a TBD day of the week at a time and

place so designated by TAMFS project manager. The meetings can take place via phone or web conferencing

- The Contractor will provide the TAMFS project manager with monthly written progress reports of this project. These are due to the TAMFS project manager by the close of the last business day of the month.
- The progress reports shall cover all work performed and completed during the month for which the progress report is provided and shall present the work to be performed during the subsequent month.
- The progress report shall identify any problems encountered, or still outstanding, with an explanation of the cause of the problem and how the problem has been or will be resolved.

## **4 Scope – Project-Based Services**

The scope of work involves a series of tasks focused on compiling key input datasets, reviewing with representatives of the Southeast region, making risk calculations, and summarizing across the region. The project area includes the 13 Southern States in USFS Region 8.

### **4.1 Project Initiation**

The project will begin with an online one-hour kickoff meeting.

### **4.2 Prepare Source Data**

This task involves the compilation of source input datasets and the processing of those data into the GIS database formats required for processing in subsequent tasks.

The existing spatial data will be obtained and clipped to the SWRA Analysis Area extent and snapped to the Phase I rasters. No new HVRA data will be generated for this assessment. The datasets to be compiled shall be:

- PEOPLE
  - Housing-units
  - Hospitals and historic buildings
- INFRA
  - Communication Sites
  - Transmission lines
  - Power substations
  - Oil and gas wells
- TIMBER
  - Timber volume per acre (circa 2023)
- WATER
  - Surface drinking water source areas (population served)

**Raster delivery specifications:**



Raster datasets will be delivered to TAMFS in native, 30-meter resolution in GeoTIFF format. All data will use default LANDFIRE data units, metadata, table structure, and legend for each corresponding dataset unless approved otherwise by TAMFS. Layer symbology will be provided for each dataset in the form of ESRI layer files. Raster datasets will be snapped to the same grid and provided in the standard LANDFIRE projection – NAD\_1983\_Contiguous\_USA\_Albers (WKID: 5070 Authority: EPSG) or USA\_Contiguous\_Albers\_Equal\_Area\_Conic\_USGS\_version (WKID: 102039 Authority: Esri).

Tabular Response Functions (RFs) and Relative Importance (RI) scores will be obtained from previous projects and compiled for review. This information will be compiled into a custom Excel workbook.

On a two- to four-hour webmeeting, review the spatial and tabular data with representatives of the Southeast region and make any suggested adjustments to RF and RI scores.

### **4.3 NVC calcs**

From the regular SWRA nvc-flp.tif rasters and the spatial and tabular data produced in 4.2.2 and 4.2.3, rasters representing the conditional and expected net value change for each HVRA will be produced, as well as their sum.

- PEOPLE cNVC/eNVC
- INFRA cNVC/eNVC
- WATER cNVC/eNVC
- TIMBER cNVC/eNVC
- TOTAL cNVC/eNVC

### **4.4 Average-worst fire characteristics**

The “average-worst” fire behavior characteristics results represent the fire characteristics expected to occur during the more extreme weather conditions that have occurred in the past. The regular SWRA results represent all fire-carrying weather conditions and are well suited to NVC calcs. The average-worst results may be better for the SouthWRAP website.

#### **90<sup>th</sup> percentile headfire characteristics:**

- Rate of spread (ROS)
- Heat per unit Area (HPA)
- Fireline intensity (FLI)
- Flame length (FL)
- Fire-Type probabilities (FTP)
- OpsFLEPs

### **4.5 Ignition Density Grids**

Two annualized ignition density grids will be produced.

- All fires of any size
- Fires  $\geq 20$  ac

## 4.6 WUI rasters

Three “WUI-related” rasters will be generated

- **Strategic Wildfire Risk Mitigation Zones**  
SWRM Zones (aka Functional WUI) indicate the type of mitigation activities required for any given location on the landscape—smoke mitigation, home hardening, defensible space, and fuel management.
- **HUimpact**  
HUimpact represents the potential impacts to housing units if a fire were to occur.
- **HUrisk**  
HUrisk represents the annualized impacts to housing units, including the likelihood of a fire occurring.

## 4.7 Risk to Homes summaries

Tabular summaries of wildfire risk to homes

The tabular summaries of Risk to Homes will be summaries similar to those developed for the Wildfire Risk to Communities project but will be based on SouthWRAP data rather than nationwide data.

- States
- Counties
- SRS hexels

## 4.8 Final Report and Presentation

Develop a final project report documenting all methods, parameters, and results. The TAMFS Project Manager will work with Contractor to define the content of the final report. Compile all project deliverables and deliver them to TAMFS on a hard drive.

Deliver a one-hour final presentation of risk to resources, assets, and homes.

## 5 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

No.	SOW Reference	Deliverable Description	Price Quote	Estimated Start	Estimated Completion
1	4.1	Project initiation – KOM	\$2,750	2023-06-30	2023-07-31
2	4.2	Source data rasters and workbook	\$11,000	2023-07-31	2023-09-30
3	4.3	NVC calc results	\$11,000	2023-07-31	2023-10-31
4	4.4	90 <sup>th</sup> percentile headfire characteristics rasters	\$11,000	2023-07-31	2023-10-31
5	4.5	Ignition Density Grid rasters	\$13,750	2023-07-31	2023-12-31
6	4.6	WUI rasters	\$13,750	2023-07-31	2023-12-31
7	4.7	Tabular summaries of wildfire risk to homes	\$22,000	2023-07-31	2023-12-31
8	4.8	Final Report and presentation	\$19,250	2023-07-31	2023-12-31
<b>TOTAL:</b>			<b>\$104,500</b>		

## 6 Period of Performance

Period of performance shall commence on date purchase order is issued and shall conclude on 6/30/2025. Any extension for the period of performance must be approved by Texas A&M Forest Service.

## 7 Invoices and Payment

Payment will be as per terms and conditions of this Statement of Work.

### 7.1 Inspection and Acceptance

Contractor shall allow TAMFS up to fifteen working days for inspection upon receipt of deliverables. If deliverable is not acceptable, TAMFS will return deliverable to Contractor for modification to meet specifications. After modification, Contractor shall return deliverable and allow TAMFS another fifteen working days for inspection. This process will repeat until the deliverable is acceptable. TAMFS will provide acceptance in writing and payment will be made thirty calendar days from acceptance of deliverable or receipt of correct invoice, whichever is later.

### 7.2 All deliverables must be completed and accepted by TAMFS before invoices can be submitted.

### 7.3 Contractor will provide a 45-day warranty on all work and deliverables from the date of TAMFS acceptance.

### 7.4 Invoice shall include:

- Invoice number
- Purchase order number

- Date
- Itemized charges and grand total
- Description of deliverables
- Contractor's name
- Remit to address

**7.5 TAMFS "ship to" and "invoice to" addresses will be provided on subsequent purchase order(s)**

**7.6 TAMFS is tax exempt as an agency of the State of Texas. Do not include State Sales tax or Federal Excise tax in prices.**

**7.7 There are no insurance or bonding requirements**

## **8 Response Submission Requirements**

Response submission must be completed and sent to TAMFS by Friday, June 16 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:**

Terry Smith, TAMFS Purchasing Manager, [tsmith@tfs.tamu.edu](mailto:tsmith@tfs.tamu.edu)

# 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.