

PURCHASE ORDER

VENDOR

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENTOrder Date
08/22/2025

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)
P500417	

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

VENDOR
13001431830 TAURUS TECHNOLOGIES INC 1420 LAKESIDE PKWY STE 100 FLOWER MOUND, TX 75028-4035

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

INVOICE TO:

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

SHIP TO:

TEXAS A&M FOREST SERVICE
FRP--ASSOCIATE DIRECTOR
200 TECHNOLOGY WAY, SUITE 1162
COLLEGE STATION TX 77845-3424ANY 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-TM				
1	86UR640S9UD - LG 86" 3840x2160 UHD Commercial Lite LED backlit LCD TV	1	EA	1,609.000	1,609.00
2	TS525TU - Chief Thin Swing Arm (Large)	1	EA	556.000	556.00
3	960-001308 - Logitech Rally Bar (Graphite)	1	EA	3,864.000	3,864.00
4	952-000041 - Logitech TV Mount for Video Bars	1	EA	203.000	203.00
5	HD-PS401 - Crestron 4x1 4K60 4:4:4 HDR Presentation System	1	EA	2,024.000	2,024.00
7	HD-TXC-4KZ-101-1G-W - Crestron DM Essentials 4K60 4:4:4 Transmitter for HDMI, RS-232, & IR Signal Extension over CATx Cable, Wall Plate, White	1	EA	294.000	294.00
8	HD-RXC-4KZ-101 - Crestron DM Essentials 4K60 4:4:4 Receiver for HDMI, RS-232, & IR Signal Extension over CATx Cable	2	EA	258.000	516.00
9	USB-EXT-2-LOCAL-1G-W - Crestron USB over Cat. Cable Extender Wall Plate, Local, White	1	EA	396.000	396.00
10	USB-EXT-2-REMOTE - Crestron USB over Category Cable Extender, Remote	1	EA	330.000	330.00
11	60-952-02 - Extron SW2 USB Two Input USB Switcher	1	EA	444.000	444.00
12	R9861611USB2 - Barco C-10 Gen 2 (2 Buttons)	1	EA	1,467.000	1,467.00
13	R9861500T01 - Barco Single ClickShare Tray	1	EA	76.000	76.00

RTL

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**

Order Date
08/22/2025

Page 02

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)
P500417	

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

VENDOR	13001431830 TAURUS TECHNOLOGIES INC 1420 LAKESIDE PKWY STE 100 FLOWER MOUND, TX 75028-4035
--------	---

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

INVOICE TO:

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

SHIP TO:

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

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

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

Item	Description	Quantity	UOM	Unit Price	Ext Price
14	Crestron-Tariff - Crestron Tariff Surcharge	1	EA	95.000	95.00
15	MPC3-102-B - Crestron 3-Series Media Presentation Controller 102, Black	1	EA	828.000	828.00
16	PDX-615C-SP - Middle Atlantic 15A 6 Out Series Surge Compact	1	EA	400.000	400.00
17	MISC - Miscellaneous Cables, Connectors, & Hardware	1	EA	439.000	439.00
18	26-663-06 - Extron HDMI Ultra/6 4K Premium High Speed HDMI Ultra-Flex Cable - 6' (1.8m)	6	EA	54.000	324.00
19	26-663-09 - Extron HDMI Ultra/9 4K Premium High Speed HDMI Ultra-Flex Cable - 9' (2.7m)	1	EA	62.000	62.00
20	CG28103 - C2G 3M USB 2.0 A/B CBL BLK	1	EA	4.000	4.00
21	CG28832 - C2G 6ft USB Male C to A Male 3.2 Gen 1 3A	1	EA	14.000	14.00
22	CG28102 - C2G 2m USB 2.0 A/B CBL BLK	2	EA	4.000	8.00
23	TT-BRS-1: Taurus Tech Blue Ribbon Support (See Attached Details in Quote)	1	YR	0.000	0.00
25	TT-PROGRAMMING: Custom Programming (See Attached Details in Quote)	1	EA	1,500.000	1,500.00
26	TT-PM: Project Management (See Attached Details in Quote)	1	EA	730.000	730.00
27	TT-DESIGN: Custom Design of Project (See Attached Details in Quote)	1	EA	840.000	840.00

RTL

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**

Order Date
08/22/2025

Page 03

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)
P500417	

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

VENDOR	
13001431830 TAURUS TECHNOLOGIES INC 1420 LAKESIDE PKWY STE 100 FLOWER MOUND, TX 75028-4035	

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
28	TT-INSTALL: Taurus Tech Custom Installation of ALL Above Listed Equipment & Complete Training	1	EA	4,860.000	4,860.00
29	Shipping	1	EA	500.000	500.00
				TOTAL	22,383.00

***** 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.

EXEMPT PURCHASE - TEXAS A&M FOREST SERVICE PURCHASING PROCEDURES, SECTION 6 (EXEMPT PURCHASES).

GROUP PURCHASE - AS PER TAMUS REGULATION 25.99.02 SECTION 3 AND TAMUS PROCUREMENT CODE SECTION 15.

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".

PURCHASE PER TERMS, CONDITIONS, AND PRICING ON TIPS CONTRACT# 240101. AGENCY TERMS AND CONDITIONS APPLY WHEN NOT IN CONFLICT.

VENDOR QUOTE: CEO22056
VENDOR REF: CHRIS EVANS 469-630-9914

RTL

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



PROJECT PROPOSAL

Prepared for:

Justin Kendall

TEXAS A&M Forest Service

200 Technology Way College

Station, TX 77845 Email:

jkendall@tfs.tamu.edu Phone:

903-261-9155

Prepared by:

Chris Evans

Taurus Technologies



Ship To: College Station Regional Office
4700 Elmo Weedon Rd.
Suite 114
College Station, TX 77845

469-630-9900

Location: Texas A&M Forest Service
200 Technology Way

College Station, TX 77845
jkendall@tfs.tamu.edu
903-261-9155

Bill To: 200 Technology Way
Suite 1162
College Station, TX 77845
tami.mitz@tfs.tamu.edu
979-458-7348

Date: 8/13/2025
Quote Number: CE022056

Shipping Method: TBD

Salesperson		Room	Designed By	Approved By	Due Date
Chris Evans		CS - FOREST SERVICE/1ST FLOOR - Conf Rm 1189 - AV Upgrade - TIPS Contract: 240101	CM	CM	09/12/2025
Qty	Part Number	Description	Unit Price	Discount Price	Line Total
Display Solutions					
1	PROJECTOR	Existing ceiling mounted projector	OFE	OFE	OFE
1	MOUNT	Existing ceiling mount for projector	OFE	OFE	OFE
1	86UR640S9UD	LG 86" 3840 x 2160 UHD Commercial Lite LED backlit LCD TV	\$ 3083.00	\$ 1609.00	\$ 1609.00
1	TS525TU	CHIEF THIN SWING ARM (LARGE)	\$ 812.00	\$ 556.00	\$ 556.00
Video Solutions					
1	960-001308	Logitech Rally Bar (Graphite)	\$ 4199.00	\$ 3864.00	\$ 3864.00
1	952-000041	Logitech TV Mount for Video Bars	\$ 219.99	\$ 203.00	\$ 203.00
1	HD-PS401	Crestron 4x1 4K60 4:4:4 HDR Presentation System	\$ 3520.00	\$ 2024.00	\$ 2024.00
1	HD-TXC-4KZ-101-1G-W	Crestron DM® Essentials 4K60 4:4:4 Transmitter for HDMI®, RS-232, and IR Signal Extension over CATx Cable, Wall Plate, White	\$ 490.00	\$ 294.00	\$ 294.00
2	HD-RXC-4KZ-101	Crestron DM® Essentials 4K60 4:4:4 Receiver for HDMI®, RS-232, and IR Signal Extension over CATx Cable	\$ 430.00	\$ 258.00	\$ 516.00
1	USB-EXT-2-LOCAL-1G-W	Crestron USB over Category Cable Extender Wall Plate, Local, White	\$ 660.00	\$ 396.00	\$ 396.00
1	USB-EXT-2-REMOTE	Crestron USB over Category Cable Extender, Remote	\$ 550.00	\$ 330.00	\$ 330.00
1	STATIC PC	Customer provided MFF/SFF Static PC with digital output and minimum (2) USB ports	OFE	OFE	OFE
1	60-952-02	Extron SW2 USB Two Input USB Switcher	\$ 740.00	\$ 444.00	\$ 444.00
1	R9861611USB2	Barco C-10 GEN 2 (2 Buttons)	\$ 1500.00	\$ 1467.00	\$ 1467.00
1	R9861500T01	Barco Single ClickShare tray	\$ 89.00	\$ 76.00	\$ 76.00
1	CRESTRON-TARIFF	Crestron Tariff Surcharge	\$ 95.00	\$ 95.00	\$ 95.00
Control Solutions					
1	MPC3-102-B	Crestron 3-Series® Media Presentation Controller 102, Black	\$ 1380.00	\$ 828.00	\$ 828.00
Equipment Storage Solutions					
1	PDX-615C-SP	MIDDLE ATLANTIC 15A 6 OUT SERIES SURGE COMPACT	\$ 740.00	\$ 400.00	\$ 400.00
Miscellaneous Solutions					
1	MISC	Miscellaneous Cables, Connectors and Hardware.	\$ 650.00	\$ 439.00	\$ 439.00
6	26-663-06	Extron HDMI Ultra/6 4K Premium High Speed HDMI Ultra-Flexible Cable - 6' (1.8 m)	\$ 90.00	\$ 54.00	\$ 324.00
1	26-663-09	Extron HDMI Ultra/9 4K Premium High Speed HDMI Ultra-Flexible Cable - 9' (2.7 m)	\$ 102.00	\$ 62.00	\$ 62.00
1	CG28103	C2G 3M USB 2.0 A/B CBL BLK	\$ 5.99	\$ 4.00	\$ 4.00
1	CG28832	C2G 6ft USB MALE C TO A MALE 3.2 GEN 1 3A	\$ 23.99	\$ 14.00	\$ 14.00
2	CG28102	C2G 2m USB 2.0 A/B CBL BLK	\$ 5.99	\$ 4.00	\$ 8.00
Service					
0	TT-BRS-1	1st Year Taurus Technologies Blue Ribbon Support: Normal Business Hour Telephone/ Video Support (8am-5pm CST, Excluding Weekends and Holidays) & 24/7 Video Conferencing Test Facilities. INCLUDED FIRST YEAR.	\$ 630.00	\$ 0.00	\$ 0.00
1	TT-PROGRAMMING	Custom Programming. Includes Utilizing Corporate Marketing Materials and Logos, 30 Day Revision Period & ALL Source Code Remains Property of the Customer. No User Manuals Are included with This Line Item, But Can be Purchased at an Additional Rate.	\$ 1500.00	\$ 1500.00	\$ 1500.00
1	TT-PM	Project Management: Includes Project Coordination for Site Readiness, Scheduling, On-Site Support for Field Staff During Integration, and Any Necessary On-Site / Remote Coordination Meetings.	\$ 730.00	\$ 730.00	\$ 730.00
1	TT-DESIGN	Custom Design of Project: Includes Review of All Design Requirements, Pre-Installation Drawings for Internal Use by Field Staff, and As-Built Line Drawings Following Project Completion. As-Built Line Drawings Will Be Given to the Customer Upon Request.	\$ 840.00	\$ 840.00	\$ 840.00
Installation					
1	TT-INSTALL	Taurus Technologies Custom Installation of ALL Above Listed Equipment & Complete Training.	\$ 4860.00	\$ 4860.00	\$ 4860.00

Please send all purchase orders to sales@taurustechinc.com and your sales representative, Chris Evans, 469-630-9900. Quotation valid for 30 days from date on upper right of page. If your order contains a flat panel display you MUST inspect the product within 24 hours of receipt for damage to the housing and or glass. Any warranty claims will be filed within that period to replace the unit promptly. Payment terms: NEW Customers or for Orders greater than \$25k-25% due on issuance of PO, 50% due upon equipment delivery, remaining balance due upon project completion. Orders less than \$25k-NET30 from equipment delivery. Customer is responsible for any and all state or local taxes or duties. Any item desiring to be returned must be done within 15 days of receipt. All returns items are subject to a restocking fee. Taurus will arrange proper shipment and bill accordingly for shipping and handling. Invoices are issued and payable in US Dollars directly to Taurus Technologies Incorporated. Any project installation scheduling requires a purchase order at least 2 weeks in advance to the desired date(s).

Shipping	\$ 500.00
Subtotal	\$ 22,383.00
Estimated Taxes	TBD
Total	\$ 22,383.00

Taurus Technologies Incorporated

1420 Lakeside Pkwy Suite 100, Flower Mound, TX 75028 / 2410 Rice St, Lubbock, TX 79415 / 4700 Elmo Weedon Road Suite 114, College Station, TX 77845

ATTACHMENT A

TEXAS A&M FOREST SERVICE

TERMS AND CONDITIONS

1. BIDDING REQUIREMENTS

- 1.1 Bidders 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 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Bids should be submitted on this form. Any alternations to the original format and content of this form will result in the disqualification of bid.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for TFS acceptance for 60 days from opening date. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bids should give Payee ID Number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas.
- 1.8 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.
- 1.9 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.
- 1.10 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.
- 1.11 The telephone number for FAX submission of bid is (979) 458-7387. This is the only number that will be used for the receipt of bids. TFS shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

2. SPECIFICATIONS

- 2.1 Catalogs, brand names or manufacture's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered, unless advertised as a Proprietary Purchase in accordance with TAMU Procurement Code Section 1 (b) and TFS Purchasing Procedures, Section 4.13. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered is requested to be made part of the bid. Failure to take exception to specifications/reference data will require bidder to furnish specified brand names, numbers, etc.
- 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 Samples, when requested, must be furnished free of expense to TFS. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and Purchase Order number. Do not enclose in or attach bid to sample.
- 2.5 TFS will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid (IFB).
- 2.6 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 Show 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 Majure, the vendor must file a written request to the TFS.

7. PAYMENT

Vendor shall submit one (1) copy of an itemized invoice showing 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. 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 this 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 the 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 Travis Zamzow, 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 Travis Zamzow, 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 excepted 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 221.253(a)(1), *Texas Government Code*.

15. REHAB ACT, VEVRRA, 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
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.