PURCHASE ORDER

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

VENDOR

Order Date
09/26/2024

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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)	
P500141		

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

INVOICE TO:

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

VENDOR

15413014130
TIMMONS GROUP INC
1001 BOULDERS PKWY STE 300
NORTH CHESTERFIELD, VA 23225-5512

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

SHIP TO:

TEXAS A&M FOREST SERVICE
FRP--CAPACITY BUILDING
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-SLB				
1	RISKPOOL SPRINTS 9 & 10 DELIVERED FOR UAT	1	LOT	42,480.000	42,480.00
2	RISKPOOL SPRINTS 11 & 12 DELIVERED FOR UAT	1	LOT	42,480.000	42,480.00
3	RISKPOOL SPRINTS 13 & 14 DELIVERED FOR UAT	1	LOT	42,480.000	42,480.00
4	RISKPOOL SPRINTS 15 & 16 DELIVERED FOR UAT	1	LOT	42,480.000	42,480.00
				TOTAL	169,920.00

***** 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.

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.

EXEMPTION: PURCHASES FROM VENDORS AWARDED
FEDERAL CONTRACTS.

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".

RTL

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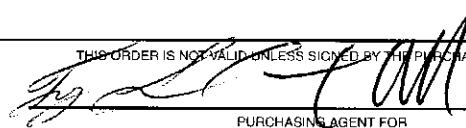
IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

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

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

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

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

VENDOR

15413014130
TIMMONS GROUP INC
1001 BOULDERS PKWY STE 300
NORTH CHESTERFIELD, VA   23225-5512

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

SHIP TO:

TEXAS A&M FOREST SERVICE
FRP--CAPACITY BUILDING
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
	REFERENCE SOW RELEASE 6 RISK POOL VEHICLE INSURANCE AMENDMENT ESTIMATED START DATE 09/01/2024 ESTIMATED COMPLETION 03/21/2025 PRICING, TERMS, AND CONDITIONS OF THE GSA CONTRACT NUMBER GS-35F-0462T SHALL PREVAIL WHEN NOT IN CONFLICT WITH THE ATTACHED TFS TERMS AND CONDITIONS NO OPPORTUNITIES FOR HUB SUBCONTRACT WORK ARE LIKELY ON THIS PROJECT PROPRIETARY PURCHASE JUSTIFIED BY PROVIDER'S INHERENT KNOWLEDGE AND SUBJECT MATTER EXPERTISE TO EFFICIENTLY PROVIDE SERVICE VENDOR QUOTE: 08302024				

RTL

Texas A&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

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR
TEXAS A&M FOREST SERVICE

Amendment Statement of Work

Capacity Building / Integration of Assistance Implementation – **Release 6**

RiskPool Vehicle Insurance

Texas A&M Forest Service

8/30/2024

Table of Contents

1. Introduction

This SOW describes the desired additional tasks for **Release 6** of the phased assistance program FireConnect implementation. The scope and fee below represent an increase to the original contract (PO P400340). It 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.

2. Scope – Project Based Services

The following table outlines the user stories / functionalities provided to Texas A&M Forest Service (TAMFS) as part of this amendment. These stories will be completed during an iterative development schedule.

User Story	Description
Claim Management Page	> As a FD user , I want to be able to see all claims I have worked with, so that I can manage all the information correctly. From the main Policy card I will see a Claims button When selected the user will be taken to the Claims screen The following will appear: Add Claim, which will take the user to the claims workflow Open Claims Section - Claim ID - Claim Date - View button Closed Claims - Claim ID - Claim Date - View button
FD | Download Documents	>As a FD I want to be able to download all policy documents so I can easily access information when needed. On the policy screen there will be a button for downloading documents When the button is selected download will start It will download all the documents at one time
FD | Enter Payment Information - Credit Card	> As a FD I want to be able to enter payment information, so that I can pay the premium for the insurance policy Assumes embedding Authorize.net form, and assume different account that for HH or Firesafe After the application has been approved the policy screen will display the action needed

	The FD will need to Pay premium
	When the button is selected a modal will appear with the following:
	Payment Method: Dropdown with Credit Card, Check, Money Order
	When Credit Card is selected the user will see a button that To Secure Payment
	WHen Selected the user will be taken to the TFS secure payment site.
	Technical Refinement - Need to Send ids to secure payment
FD | Update/Add Accident Report	> As a FD I need to be able to submit an accident report, so I can get assistance from the policy for accidents. During the update policy process FDs will have the ability to submit an accident report On the accident history section of the policy An add accident report will appear When selected a modal will appear with the following: * Location * Date * Vehicles * Damage to Property * Injuries * Driver's Statement * Claim submitted
FD | Policy Information Screen Revamp	> Update the policy page to better align with new design. Take into account Feeback from TFS: --Initial Submit --Figure out a way to tell the FD to go to the request page to pay their premium --The "Registered Drivers" and "Firefighting Vehicle Inventory" should be displayed on page load for new requests When a FD is ready to Apply for coverage they will select the Apply button Users will be taken to the policy screen Users will see tabs across the top * General Details * Drivers * Vehicles * Transactions

* History

On the General details screen the following fields will appear
* Does the Department have a formal fire fighting vehicle safety program in effect? Checkbox Yes
* If Yes, Describe formal fire fighting vehicle safety program: textbox with a high maximum (e.g. 20-1000) **Hidden until checked**
* Department's current insurance carrier: VFIS & TML, Other dropdown options Textbox for other (3-150)
* Has the Department had any policy or coverage declined, canceled or non-renewed during the prior three (3) years? Checkbox Yes
* If yes, please explain the reason policy/coverage was declined, canceled or non-renewed. **Hidden until checked**
* Department's current insurance carrier: Text box
* Amount Department is currently paying for vehicle liability insurance: Number

On the Drivers Tab the following fields will appear

* Name: Textbox - 1 - 50 characters
* Date of Birth; Date picker
* Texas Drivers License Number: Textbox Alphanumeric 8 - 25 characters

* Has the driver received any citations or moving violations in the last 3 years?" Checkbox Yes - Default to No
* If yes, An add accident button will appear. when selected Citation date and description will appear

* Has the driver received a DWI in the last 3 years? Checkbox Yes - Default to No
* How many DWIs has the driver received in total? number

Accident History Will show the following:
* Date of accident: Date Picker
* Driver at fault: Checkbox yes/no
* Driver's Vehicle Make - text box (100 characters max)
* Driver's Vehicle Model - text box (100 characters max)
* Other vehicle(s) involved: textbox (200 character max)
* Location of accident: textbox (200 character max)
* Describe the accident: textbox (5 character min, 5000 character max)

On the Vehicles Tab the following fields will appear

* Year: Textbox (XXXX)
* Type of Vehicle: Textbox (100 characters MAX)
* Make: Textbox (100 characters MAX)
* Model: Textbox (100 characters MAX)

	* License Number: textbox (25 characters MAX) * VIN: Textbox (25 characters MAX) * Entity Holding Title: Textbox (100 characters MAX) * Ownership Type: with a dropdown. Options: Own, Lease, Borrowed * Authorized Drivers: Dropdown with list of drivers (Multi Select) On the Transactions tab the following fields will appear * Transaction Type * Transaction Number * Method * Amount * Date * Check / Money Order Number On the history tab the following fields will appear * Date * User * Status * Comments
Update Status button based on the updates made to policy	> As a TFS PM , I want to be able to change the status of the policy based on the updates made, so that I can move the process through the correct workflow. On the policy card TFS will select the I want to menu The will see the following based on the state of the policy If new vehicle has been added: show Approve option If vehicle has been removed: show Apply Refund If new Driver has been added: show Approve option
TFS | Cancel Policy and Apply Refund	> As a program coordinator I want to be able to apply a refund to a cancelled policy, so that the FD gets money back based on when they cancel within the policy dates. When the FD cancels their policy TFS will see the policy in the Dashboard as FD Cancelled - Pending TAMFS Processing TFS will select View Policy on the record In the transaction grid an edit button will appear

	When selected a modal will appear with the following:
	Transaction
	* Transaction Number - Pre Populated
	* Transaction Method - Check,
	* Transaction Amount - pre populated (Calculation for days left would be Expiration Date - Requested End Date (selected when canceling). Then the refund would be that number * ($75/364))
	Transaction Information
	* Transaction Date: Date Selector prep populate
	* Check/ Money Order Number (100 character max)
	- Confirm
	- Go Back
	If money does need to be refunded, TFS will be able to start the process for getting a refund check to the FD
	Confirm will update the Status of the policy to Closed - FD Cancelled
TFS | Add Accounting Information for Claim	> As a TFS PM , I want to add accounting information to a claim , so that we can track the financial information with claims.
	From the Policy Details page, the user can...
	The user will be able to see the claim information
	A list of the claims will appear
	To Pay Claim the PM will select the Pay Claim button
	A modal will appear with the following fields pre-populated:
	* Payment To: Textbox 100 characters
	* Payment Date: Date Selection
	* Amount Paid: Numeric
	* Settlement Type: Dropdown
	> * Property damage
	> * Rental car
	> * Medical
	> * Personal injury
	> * Vehicle repairs
	> * Towing & storage
	* Description: Textbox 5000 characters
	Save: This will add a new record to the list
	Cancel: will return the user to the claim details screen with no change

	One or more payments can be added to a single claim
TFS | Edit Accounting Information for claim	> As a TFS PM, I want to edit the accounting information for a claim so that I can make adjustments as needed. To edit the claim select edit next to the payment record A modal will appear with the following fields pre-populated: * Payment To: Textbox 100 characters * Payment Date: Date Selection * Amount Paid: Numeric * Settlement Type: Dropdown > * Property damage > * Rental car > * Medical > * Personal injury > * Vehicle repairs > * Towing & storage * Description: Textbox 5000 characters Save: This will update the record Cancel: will return the user to the claim details screen with no change
TFS | Edit Claim	> As a TFS member, I want to be able to edit claim information, so that the policy has the latest information
TFS | View Claim	> As a TFS member, I want to be able to view claim information, so that the policy has the latest information
TFS | Generate documents	> As program coordinator I want the system to automatically generate policy documents, so it can be easily accessed. When coverage has been applied The documents will be created with the associated information and automatically sent to the FD.
TFS | Export Accounting information	> As a TFS PM, I want to export accounting information so that I have data for my files/use. From the Policy Details screen Users will select the I want to menu A Download Claim Financials The export will be a Excel file with the following: - Reported Date - Claim Number - VFD Name - Incident Type

	- Incident Status - Closed Date - Number of Claims - Amount Paid
TFS | Download Claim for Adjusters	> As a TFS PM , I want to Download the claim information , so that I can send the information to the adjusters
TFS | Process Payment information Credit Card	> As program coordinator I want payment information to be processed, so I can apply coverage once payment has been made. Once FDs have put their payment information into the system The system will be able to start the payment process and notify TFS when payment has been made. Payment Method: Dropdown Payment Date Effective From Effective to Invoice # - will be pre populated Payment amount - will be prepopulated Submit button Cancel button
TFS | Search & filter policies	> As a program coordinator I want to be able to find a specific policy in the list, so I can view and make changes as needed On the Dashboard Screen the following: Action Required By TAMFS - Request ID - Text Search - Status - Dropdown - Submitted - Pending TAMFS Processing, Revisions Submitted - Pending TAMFS Processing - Fire Department - Text Search - County - Dropdown - Submitted On/After - Date Picker - Submitted On/Before - Date Picker Action Required By Fire Department - Request ID - Text Search - Status - Dropdown - Approved - Pending Payment, Rejected, - Fire Department - Text Search - County - Dropdown - Submitted On/After - Date Picker - Submitted On/Before - Date Picker

	Active Policies - Request ID - Text Search - Status - Dropdown - Active - Fire Department - Text Search - County - Dropdown - Submitted On/After - Date Picker - Submitted On/Before - Date Picker The sections will filter based on the above criteria
TFS | Review newly added Accident Report	> As a program coordinator I want to be able to review a new accident, so the assistance process can be started. TFS will be able to review policies that have new accidents added. They will be able to approve/ reject the incident for assistance.
FD | Get Approval /Rejection Email	> As an FD contact, I want to get an email when the an application has been approved The system will send out a notification to the applying FD when the application has been Approved or Rejected by TFS. The email will give the FD information about actions that need to be taken by the FD. *When TFS approves a request for payment, the system automatically an email to the user who submitted the request, copying in Fire Chief and Primary FD contact (if different). Emails should also copy in riskpool@tfs.tamu.edu* **TO:** Primary contact, Fire Chief **Email Subject:** Vehicle Liability Insurance Request - Approved **Email Body:** Hello, Texas A&M Forest Service has approved your Vehicle Liability Insurance Request: Policy number: ABCDEF (hyperlinked to request page) Please note that payment is required before your policy is active. Log in to FireConnect to make your payment. If you have questions or concerns, please contact [riskpool@tfs.tamu.edu] or call 936-639-8133. Thank you,

	Texas A&M Forest Service **Rejection** The system will send out a notification to the applying FD when the application has been Rejected by TFS. The email will give the FD information about actions that need to be taken by the FD. *When TFS approves a request for payment, the system automatically an email to the user who submitted the request, copying in Fire Chief and Primary FD contact (if different). Emails should also copy in riskpool@tfs.tamu.edu* **TO:** Primary contact, Fire Chief **Email Subject:** Vehicle Liability Insurance Request - Rejected **Email Body:** Hello, Texas A&M Forest Service has rejected your application for Vehicle Liability Insurance. Policy number: ABCDEF (hyperlinked to request page) Reason for rejection: [selected/entered reason] Please log in to FireConnect to update your request and resubmit, or you may also choose to cancel the request entirely. If you have questions or concerns, please contact [riskpool@tfs.tamu.edu] or call 936-639-8133. Thank you, Texas A&M Forest Service
FD | Applied coverage email	> As an FD contact I want to get an email automatically when the an coverage has been applied The system will send out a notification to the applying FD when the coverage has been applied by TFS. The email will give the FD information about policy. **To:** Primary Contact, Fire Chief **CC:** riskpool@tfs.tamu.edu **Email Subject:** Vehicle Liability Coverage - Applied **Email Body:** Hello,

	Your department's Vehicle Liability Insurance through Texas A&M Forest Service is now in effect. Policy number: ABCDEF (hyperlinked to request page) Effective Date: Policy Start Date Expiration Date: Policy End Date Please log in to FireConnect to view or print documentation related to your coverage. If you have questions or concerns, please contact [riskpool@tfs.tamu.edu] or call 936-639-8133. Thank you, Texas A&M Forest Service
FD | Cancelled policy email	> As an FD contact I want to get an email automatically when the policy has been cancelled by TFS The system will send out a notification to the applying FD when changes have been to the policy. The email will give the FD information about policy changes To: Primary Contact & Fire Chief Copy: riskpool@tfs.tamu.edu Email Subject: Vehicle Liability Insurance Policy - Cancelled Email Body: Your request for cancellation has been processed and completed by Texas A&M Forest Service. Your coverage will expire on: [expiration date]. Policy number: ABCDEF (hyperlinked to request page) If you have questions or concerns, please contact [riskpool@tfs.tamu.edu] or call 936-639-8133. Thank you, Texas A&M Forest Service
Cancellation of Coverage Email for TFS	> As TFS, I want to know when a Fire Department has cancelled their coverage so I can take any required action An email sent to riskpool@tfs.tamu.edu, when FD cancels a request the Policy status will update to "FD Cancelled -Pending TAMFS Processing"

	**Email Subject: Vehicle Liability Insurance Policy - Cancelled by FD *Email Body: [FireDepartmentName] has cancelled their vehicle liability insurance policy: Policy number: ABCDEF (hyperlinked to request page) Log into FireConnect to complete the cancellation of this policy. ## Questions Does TFS want to receive an email or just utilize the dashboard to see cancellations?
FD | Get Policy Impact Email	> As an FD contact, I want to get an email automatically when the policy has been impacted by a background check. The system will send out a notification to the applying FD when changes have been to the policy. The email will give the FD information about policy changes The system will send out a notification to the applying FD when changes have been to a drivers record in the policy. The email will give the FD information about actions that need to be taken by the FD. If you have questions or concerns, please contact [riskpool@tfs.tamu.edu] or call 936-639-8133. Thank you, Texas A&M Forest Service
FD | Policy Expiration email	> As a FD contact I want to get an email automatically when the policy has expired The system will send out a notification to the applying FD when the policy has expired. The email will give the FD information about expiration and the actions that can be taken by the FD if they need make updates.
FD | Upcoming renewal email	> As a FD contact I want to get an email automatically when the policy needs to be renewed The system will send out a notification to the FD that their policy will be expiring in 2 months

	The email will give the FD information about actions that need to be taken by the FD.
TFS | Generate Monthly report with policy information	> As a Program Admin , I want to generate reports with information about the program, so that I can report on the numbers policies running through the program. Program admins need to be report out numbers on a monthly basis. They need to be able to set date range and pull the information that has been added within that range. The process will generate a csv/excel * Policy information * Point of Contact * Firefighters * Vehicles * Payments
TFS | Generate Yearly report with policy information	> As a Program Admin , I want to generate reports with information about the program, so that I can report on the numbers policies running through the program. Program admins need to be report out numbers on a monthly basis. They need to be able to set date range and pull the information that has been added within that range. The process will generate a csv/excel * Policy information * Point of Contact * Firefighters * Vehicles
TFS | View Reports About the Program	> As TFS I want to be able to view data and statistics about the RiskPool Vehicle Insurance usage and overall program. Need to figure out a way to show this information * Number ofVFD's Participating * Number of Counties Represented * Number of Vehicles Covered * Premiums to Date * Cost Savings for VFD's * Incidents To Date * Total Amount of Claims * Number of Departments Previously Uninsured * Percent of Departments Previously Uninsured
TFS | Generate random sample of Drivers to check	> As a TFS CB program staff, I want to generate a list of randomly selected drivers from all of the active policies, so that I can give the list to law enforcement to run background checks on

	* SYSTEM performs random sample, flags drivers with flag date * User can download XLS with key details, including URL to the record for ease of update
TFS | Enter inspection results	> As a program coordinator I want to be able to enter the results of the driver's check, so the policy has the latest information. Within the policy Users will be able to edit information about the drivers. Citation Information

3. 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. NOTE: UAT = User Acceptance Testing

Table 1. Pricing Schedule

Deliverable Milestones	
Milestone	**Price Quote**
RiskPool Sprints 9 & 10 Delivered for UAT	$42,480
RiskPool Sprints 11 & 12 Delivered for UAT	$42,480
RiskPool Sprints 13 & 14 Delivered for UAT	$42,480
RiskPool Sprints 15 & 16 Delivered for UAT	$42,480
Total Fee:	**$169,920**

4. Invoices and Payment

Payment will be as per terms and conditions of this Statement of Work. Contractor will be paid on a per deliverable basis.

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

2. Invoice shall include:
   a. Invoice number
   b. Purchase order number
   c. Date
   d. Itemized charges and grand total
   e. Description of deliverables
   f. Contractors name
   g. Remit to address

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

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

5. Contractor will provide a 45-day warranty on all work and deliverables from the date of TFS acceptance.

6. There are no insurance or bonding requirements

5. Period of Performance

Period of performance shall commence on date purchase order is issued and shall conclude by **March 31, 2025**. Any extension for the period of performance must be approved by the Texas A&M Forest Service.

6. State Ownership of Work Product

Contractor and Texas A&M Forest Service acknowledge and agree that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Contractor for Texas A&M Forest Service pursuant to a SOW, including all such developments as are originated or conceived during the term of this Contract but are completed or reduced to writing thereafter (the "Work Product") will be and remain the exclusive property Texas A&M Forest Service. All rights, title and ownership interests, including copyright, which Contractor and all Workers may have in any Work Product or any tangible media embodying such Work Product are hereby assigned to Texas A&M Forest Service. Contractor, for itself and on behalf of its Workers, waives any property interest in such work product.

7. Intellectual Property Matters

A. Definitions

1. " Work Product" means any and all deliverables produced by Contractor for Texas A&M Forest Service under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks,

trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Texas A&M Forest Service under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Texas A&M Forest Service in connection with this Contract or a Statement of Work, or with funds appropriated by or for Texas A&M Forest Service or Texas A&M Forest Service's benefit: (a) by any Contractor personnel or Texas A&M Forest Service personnel, or (b) any Texas A&M Forest Service personnel who then became personnel to Contractor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Texas A&M Forest Service.

2. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.

3. "Statement of Work" means a document signed by Texas A&M Forest Service and Contractor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Contractor is to provide Texas A&M Forest Service, issued pursuant to the Contract.

4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Texas A&M Forest Service under this Contract.

5. "Contractor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Contractor (a) prior to providing any Services or Work Product to Texas A&M Forest Service and prior to receiving any documents, materials, information or funding from or on behalf of Texas A&M Forest Service relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Contractor outside Contractor's provision of Services or Work Product for Texas A&M Forest Service hereunder and were not created, prepared, developed, invented or conceived by any Texas A&M Forest Service personnel who then became personnel to Contractor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Texas A&M Forest Service.

B. Ownership

As between Contractor and Texas A&M Forest Service, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Texas A&M Forest Service, and not Contractor. Contractor specifically agrees that the Work Product shall be considered "works made for hire" and that the Work Product shall, upon creation, be owned exclusively by Texas A&M Forest Service. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Contractor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Texas A&M Forest Service all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Texas A&M Forest Service shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Contractor acknowledges that Contractor and Texas A&M Forest Service do not intend Contractor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Texas A&M Forest Service shall have access, during normal business hours and upon reasonable prior notice to Contractor, to all Contractor materials, premises and computer files containing the Work Product. Contractor and Texas A&M Forest Service, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Contractor.

C. Further Actions

Contractor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Texas A&M Forest Service to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Texas A&M Forest Service to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Texas A&M Forest Service. In the event Texas A&M Forest Service shall be unable to obtain Contractor's signature due to the dissolution of Contractor or Contractor's unreasonable failure to respond to Texas A&M Forest Service's repeated requests for such signature on any

document reasonably necessary for any purpose set forth in the foregoing sentence, Contractor hereby irrevocably designates and appoints Texas A&M Forest Service and its duly authorized officers and agents as Contractor's agent and Contractor's attorney-in-fact to act for and in Contractor's behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Contractor, provided however that no such grant of right to Texas A&M Forest Service is applicable if Contractor fails to execute any document due to a good faith dispute by Contractor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Texas A&M Forest Service shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Contractor shall cooperate, at Texas A&M Forest Service's sole expense, in the preparation and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights

Contractor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Contractor may now have or which may accrue to Contractor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Contractor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality

All documents, information and materials forwarded to Contractor by Texas A&M Forest Service for use in and preparation of the Work Product, shall be deemed the confidential information of Texas A&M Forest Service, and subject to the license granted by Texas A&M Forest Service to Contractor under sub-paragraph h hereunder, Contractor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Texas A&M Forest Service.

F. Injunctive Relief

The Contract is intended to protect Texas A&M Forest Service's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Texas A&M Forest Service's business. Therefore, Contractor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Texas A&M Forest Service, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product

Upon the request of Texas A&M Forest Service, but in any event upon termination or expiration of this Contract or a Statement of Work, Contractor shall surrender to Texas A&M Forest Service all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Contractor or furnished by Texas A&M Forest Service to Contractor, including all materials embodying the Work Product, any Texas A&M Forest Service confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Contractor by Texas A&M Forest Service or by anyone else that pertains to the Work Product.

H. Contractor License to Use

Texas A&M Forest Service hereby grants to Contractor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Texas A&M Forest Service. Except as provided in this Section, neither Contractor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Texas A&M Forest Service, which consent may be withheld in Texas A&M Forest Service's sole discretion.

I. Third-Party Underlying and Derivative Works

To the extent that any Contractor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Contractor hereby grants to the Texas A&M Forest Service, or shall obtain from the applicable third party for Texas A&M Forest Service's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Texas A&M Forest Service's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Contractor IP or Third Party IP and any derivative works thereof embodied in or delivered to Texas A&M Forest Service in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Contractor agrees to notify Texas A&M Forest Service on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Contractor shall provide Texas A&M Forest Service with documentation indicating a third party's written approval for Contractor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontractors

Contractor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Contractor. Copies of such agreements shall be provided to the Texas A&M Forest Service promptly upon request.

K. License to Texas A&M Forest Service

Contractor grants to Texas A&M Forest Service, a perpetual, irrevocable, royalty free license, solely for the Texas A&M Forest Service's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Contractor IP embodied in or delivered to Texas A&M Forest Service in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Texas A&M Forest Service's internal business use of the Work Product. Except for the preceding license, all rights in Contractor IP remain in Contractor.

L.   Contractor Development Rights

To the extent not inconsistent with Texas A&M Forest Service's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Contractor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Texas A&M Forest Service therein are infringed by such competitive materials. To the extent that Contractor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Texas A&M Forest Service therein in order to offer competitive goods or services to third parties, Contractor and Texas A&M Forest Service agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

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 initialed 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.**

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 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 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.

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.