

# PURCHASE ORDER

VENDOR

TEXAS A&M FOREST SERVICE  
PURCHASING DEPARTMENTOrder Date  
04/05/2022

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)
P200325	

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

VENDOR
17527487084 BOXX MODULAR INC 3475 HIGH RIVER RD FORT WORTH, TX 76155

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 TAMFS - AUSTIN AIRPORT 150 AIRCRAFT LANE AUSTIN TX 78719

ANY EXCEPTIONS TO PRICING OR DESCRIPTION CONTAINED HEREIN MUST BE APPROVED  
BY THE TEXAS A&M FOREST SERVICE PURCHASING DEPARTMENT PRIOR TO SHIPPING.PLEASE NOTE: IF YOUR INVOICE IS NOT ADDRESSED AS INSTRUCTED  
PAYMENT WILL BE DELAYED.

Item	Description	Quantity	UOM	Unit Price	Ext Price
	CHANGE ORDER 04/05/2022				
	USER REF: 000000-LNM				
1	2 units each for a 6 month lease of used equipment with: -10x36 Single Office w/RR -Personal Property Fee -Steps & Landings plus security bars/screens -Dismantle -Standard Service -Steps & Landings (2 per unit) -Security Bars/Screens	12	EA	842.000	10,104.00
2	2 Units For: -Delivery to Site -Installation and Dismantle	2	EA	2,000.000	4,000.00
3	Return Transportation	2	EA	1,125.000	2,250.00
4	Standard Service (Not billed if unit is returned cleaned and undamaged).	2	EA	150.000	300.00
				TOTAL	16,654.00
	***** 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.				
	RENTAL OF MODULAR BUILDINGS FOR AIRPORT USE ON FIRE RESPONSE. EXEMPT FROM BIDDING AS				

AJD

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

FOB: DESTINATION FRT INCLUDED

Terms:

FAILURE TO DELIVER - If the vendor fails to deliver these supplies by the promised delivery date or a reasonable time thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the State reserves the right to purchase specified supplies elsewhere, and charge the increase in price and cost of handling, if any, to the vendor. No substitutions nor cancellations permitted without prior approval of Purchasing Department.

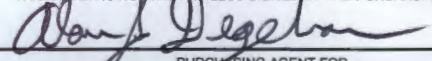
IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

The State of Texas is exempt from all Federal Excise Taxes.

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (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  
04/05/2022

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)
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THIS ORDER WILL MEET OR  
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THE BID INVITATION.

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FORTH IN OUR BID  
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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  
TAMFS - AUSTIN AIRPORT  
150 AIRCRAFT LANE  
AUSTIN TX 78719

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
	<p>UNITS WERE NEEDED IMMEDIATELY AND WERE ONLY AVAILABLE IF SECURED QUICKLY.</p> <p>VENDOR PROPOSAL IS ATTACHED. STANDARD AGENCY PURCHASE ORDER TERMS AND CONDITIONS SHALL APPLY.</p> <p>VENDOR QUOTE Q-48397 IS INCORPORATED BY REFERENCE AND FORMS PART OF THE TERMS OF THIS PURCHASE ORDER, BUT ONLY TO THE EXTENT VENDOR'S TERMS DO NOT CONFLICT WITH TFS ATTACHMENT A.</p> <p>VENDOR QUOTE: Q-48397 VENDOR REF: CHEREE BALSLEY AT 281-687-6737</p>				

AJD

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FOB: DESTINATION FRT INCLUDED

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*Don Degetau*  
PURCHASING AGENT FOR

# RENTAL QUOTE

## QUOTE NUMBER

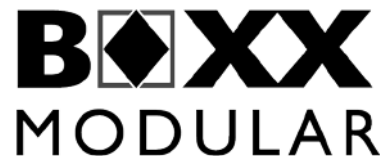
Q-48397

## QUOTE DATE

Mar 29, 2022

## TERM

6 Months



BOXX Modular Inc. (Herein referred to as "BOXX Modular" or "BOXX")

## CUSTOMER INFORMATION

### CUSTOMER INFORMATION:

Texas A&M Forest Service  
LA Grange Office  
La Grange, Texas, 78945

### CUSTOMER CONTACT:

Fred Luecke  
979-542-7971  
fluecke@tfs.tamu.edu

### SITE INFORMATION:

150 Aircraft Lane  
Austin, Texas 78719

### SITE CONTACT:

## BOXX MODULAR INFORMATION

### SALES CONTACT:

Cheree Balsley

### PHONE:

281-687-6737

### EMAIL:

cbalsley@boxxmodular.com

### BRANCH:

BOXX Houston

BOXX Modular is pleased to present this quotation for your consideration. The information contained herein is furnished at your request for your personal use only and is to be held in the strictest confidence.

## Texas A&M Forest - (2) 10x36's

### Group1

DESCRIPTION OF EQUIPMENT/SERVICES	OPTIONAL	QTY	UNIT PRICE	MONTHLY PRICE	TOTAL
10 x 36 Single Office w/RR		1	\$650	\$650	\$3,900
Personal Property Fee		1	\$52	\$52	\$312
Delivery to Site		1	\$1,125		\$1,125
Installation		1	\$625		\$625
Dismantle		1	\$250		\$250
Return Transportation		1	\$1,125		\$1,125
Standard Service (Not billed if unit return cleaned & undamaged)		1	\$150		\$150
Steps & landings		2	\$50	\$100	\$600
Security Bars/Screens		1	\$40	\$40	\$240
Total Monthly Rental Costs:				\$842	
				Total:	\$8,327

### Group2

DESCRIPTION OF EQUIPMENT/SERVICES	OPTIONAL	QTY	UNIT PRICE	MONTHLY PRICE	TOTAL
10 x 36 Single Office w/RR		1	\$650	\$650	\$3,900
Personal Property Fee		1	\$52	\$52	\$312
Delivery to Site		1	\$1,125		\$1,125
Installation		1	\$625		\$625
Dismantle		1	\$250		\$250
Return Transportation		1	\$1,125		\$1,125
Standard Service (Not billed if unit returned cleaned & undamaged)		1	\$150		\$150
Steps & landings		2	\$50	\$100	\$600
Security Bars/Screens		1	\$40	\$40	\$240
Total Monthly Rental Costs:				\$842	
				Total:	\$8,327

QUOTE TOTAL: \$16,654

TOTAL MONTHLY RENTAL COSTS: \$1,684

## NOTES

Quotation is firm until Apr 28, 2022 and subject to availability of equipment.

Prices quoted exclude all sale taxes, property taxes, licenses, permits and fees. Delivery and installation prices are based on the site being accessible, level and having adequate drainage. Lessee is responsible for obtaining any building permits and securing local installation and foundation approvals. Quote valid for 30 days.

limited to the amount of the Damage Deposit. In the event all or any portion of the Damage Deposit is applied as aforesaid, upon demand Customer shall deposit additional amounts with BOXX so that the Damage Deposit shall always be maintained at its original amount. Provided Customer is not in default hereunder, upon the termination of this Contract, any unexpended balance of the Damage Deposit shall be returned to Customer.

1. **Term.** The term of this Contract ("Rental Term") shall commence on the sooner of the date the Equipment is accepted by Customer or ninety (90) days after Customer receives notice of the Equipment's availability for delivery. In the event of any extension or renewal of this Contract, all terms and conditions of this Contract remain unchanged unless mutually agreed to in writing by both Parties.
2. **Rent.** If the Rental Term begins on the second day through the last day of any month, the Rental Payments shall be prorated for that portion of the month and shall be paid at the time specified in the Purchase Order. The Rental Payments will be payable without notice or demand at the office of BOXX or such other place as BOXX or its assignee may from time to time designate in writing. The Rental Payments and One Time Charges specified in the Purchase Order do not include any amounts for changes in taxes, tariffs, or other similar charges that are enacted after the date of this Contract. BOXX shall be entitled to an equitable adjustment in time and money for any costs that it incurs directly or indirectly that arise out of or relate to changes in taxes, tariffs, or similar charges due to such changes including, without limitation, escalation, delay damages, costs to procure, costs to change suppliers, costs of manufactured equipment or goods, or other costs of any kind resulting from the changes. In the event of such changes, Customer shall execute a change order in an amount commensurate with any actual, direct, and documented increase in material costs incurred as a direct result of such changes. BOXX's fee shall not be increased as a result of such cost increases. All payments will be absolute and unconditional in all events and will not be subject to any offset, defense, counterclaim, or recoupment by the Customer for any reason whatsoever.
3. **Delivery, Acceptance and Removal.**
  - a. The Rental Term will commence at the sooner of: i) the Customer receives and accepts the Equipment as soon as it has been delivered, installed and operational or upon occupancy if applicable, whichever is the earlier. Customer will evidence the commencement by executing and delivering to BOXX a Delivery, Acceptance, Indemnification, and Services Certificate in the form provided by BOXX and attached herein as Exhibit A; or, ii) ninety (90) days after BOXX has notified the Customer in writing that the Equipment is ready to be delivered to the Project Site as provided in Exhibit A and delivery is delayed through no material fault of BOXX.
  - b. Unless purchased by Customer, BOXX will remove the Equipment from the Project Site at the end of the Rental Term or any Rental Term Extension or in the Event of Default by Customer, and Customer agrees to pay BOXX for these services the amount specified in the Purchase Order as "Dismantle and Return Freight". Customer will be responsible for the restoration, if any, of the site.
4. **Damage Deposit.** Customer shall pay the amount specified in the Cover Page(s) as ("Damage Deposit") to be held by BOXX without liability to Customer for interest, as security for Customer's performance of the terms and conditions of this Contract, and in furtherance thereof, Customer hereby grants to BOXX a security interest in the cash from time to time comprising the Damage Deposit and all proceeds thereof. In the event of Customer's default, BOXX may apply the Damage Deposit as payment of Customer's rental payment(s), or of BOXX's cost, expenses and attorney fees in enforcing the terms of this Contract and to indemnify BOXX against any damages sustained by BOXX, provided, however, nothing herein contained shall be construed to mean that the recovery of damages by BOXX shall be
5. **Warranties.** BOXX hereby assigns to Customer during the Rental Term, so long as no Event of Default has occurred hereunder and is continuing, all benefits of the Manufacturer's Warranties, if any, expressed or implied with respect to the Equipment. Except as otherwise provided herein, BOXX grants Customer its Standard Limited Warranty restricted to the Equipment and Services supplied by BOXX under this Contract. A copy of the Standard Limited Warranty is attached herein as Exhibit C.
6. **Title to Equipment; Security Interest.** During the term of this Contract, title to the Equipment and any and all additions, repairs, replacements or modifications thereof, will rest with BOXX, subject to the rights of Customer under this Contract. In the Event of Default as set forth in Section 16, Customer will peacefully surrender possession of the Equipment to BOXX. BOXX shall have and retain a security interest under the Uniform Commercial Code in the Equipment, the proceeds thereof and any and all repairs, replacements, substitutions and modifications thereto, in order to secure Customer's payments and the performance of all other obligations of Customer under this Contract. If requested by BOXX, Customer agrees to execute such additional documents including financing statements, affidavits, notices and similar instruments, in form satisfactory to BOXX that BOXX deems necessary or appropriate to protect its interest in the Equipment and in this Contract.  
  
If the Customer, mortgagee or a purchaser of the Customer's property or any creditor of the Customer refuses to admit BOXX's title to the Equipment, refuses to permit BOXX to retake possession of the Equipment or if the Equipment is lost, stolen, damaged or destroyed: (a) the Customer shall forthwith upon demand pay to BOXX the then-current full replacement value of the Equipment, which shall be a debt owed by the Customer to BOXX until paid in full; and (b) this Contract may be terminated immediately by BOXX.
7. **Maintenance and Repairs.** Customer shall be responsible for the routine cleaning and maintenance of the Equipment and will pay all costs, claims, damages, fees and charges arising out of its possession, occupancy, use or maintenance, whether by its owners, employees, vendors or invitees. Customer, at its expense will keep the Equipment in good working order and repair and furnish all parts, mechanisms and devices required therefore. BOXX SHALL NOT BE OBLIGATED OR LIABLE FOR ACTUAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF, OR TO CUSTOMER, CUSTOMER'S EQUIPMENT, PERSONAL PROPERTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF, OR IN CONNECTION WITH, THE USE OR PERFORMANCE OF THE EQUIPMENT AND THE MAINTENANCE THEREOF. A copy of Customer's Maintenance Responsibilities is attached herein as Exhibit B.
8. **Alterations.** Customer will not make any alterations, additions or improvements to the Equipment without BOXX's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.
9. **Location and Inspection.** The Equipment will not be relocated from its initial location without BOXX's prior written consent which will not be unreasonably withheld. BOXX will be entitled to enter the Project Site during normal business hours to inspect the Equipment or observe its use and operation. Barring an emergency, BOXX shall give the Customer forty-eight (48) hours advance notice and shall not enter the Equipment unless in the presence of an employee or agent of the Customer.
10. **Liens, Taxes, and Utilities.** Customer shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Contract. In addition to the Rental Payments and One Time Charges, and other sums owed BOXX under this Contract, Customer shall be solely responsible for the payment of all federal, state, municipal, county, and/or city sales, use, personal property, and all other taxes, including, but not limited to, those taxes levied against (i) the price or value of the Equipment, (ii) its use or operation, (iii) the ownership of the Equipment, (iv) the rentals being paid or, (v) other amounts which result from or arise out of the parties having entered into the Contract. (BOXX is responsible for its own "Income Taxes" and "Wage Taxes"). Customer shall be solely responsible to pay all charges and expenses associated with the installation, connection and use of utilities and the eventual disconnection of same. If Customer fails to pay

said charges and taxes when due, BOXX shall have the right, but shall not be obligated, to pay said charges and taxes. If BOXX pays any charges or taxes, Customer shall reimburse BOXX thereof.

(Equipment), shall be paid to and be the sole property of BOXX and/or BOXX's secured lender; and

11. Risk of Loss; Damage; Destruction. Customer assumes all risk of loss of or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Customer of the obligation to make payments or to perform any other obligation under this Contract. In the event of damage to any item of Equipment, Customer will, immediately place the same in good repair with the proceeds of any insurance recovery applied to cost of such repair. If BOXX determines that the Equipment is lost, stolen, destroyed or damaged beyond repair, Customer, at the option of BOXX, will either (a) replace the same with like equipment in good repair, or (b) on the next Rental Payment date, pay BOXX: (i) all amounts then owed by Customer to BOXX under this Contract, including the Rental Payment due on such date, and (ii) an amount equal to the applicable replacement cost. In the event that Customer is obligated to make payment with respect to less than all of the Equipment, BOXX will provide Customer with the pro rata amount of the Rental Payment and the replacement cost amount to be paid by Customer with respect to the Equipment which has suffered the event of loss and the Contract shall remain in full force and effect for all remaining Equipment.

12.

13. Personal Property. The Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate of any building thereon. If requested by BOXX, Customer will, at Customer's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

14. Customer Insurance. During the Rental Term, at Customer's sole expense, Customer shall obtain, provide, and maintain insurance coverage for all loss or damage to (i) the real property the Equipment is on, (ii) all personal property, (iii) all Customer's property, (iv) all BOXX's property and Equipment, and (v) for all injury to persons, including death, in amounts agreeable to BOXX. Such Insurance shall name BOXX Modular, Inc. (located at 717 Constitution Drive, Suite 100, Exton, PA 19341 or 3475 High River Road, Fort Worth, Texas 76155) as the Certificate Holder, and as "Additional Insured" and "Loss Payee", in respect to all BOXX Modular, Inc. modular units on the premises. A copy of such policy or certificate evidencing the existence and amounts thereof, including any endorsements, shall be delivered to BOXX within ten (10) days of executing the Contract, but in no event later than two (2) business days prior to delivery of the Equipment. BOXX reserves the right to postpone delivery of the Equipment until such policy or certificate is received by BOXX. Should such Insurance expire, be terminated, or be canceled during the Rental Term, then Customer shall instantly provide BOXX with written notice of such expiration, termination, or cancellation, and shall immediately renew or replace such Insurance. Failure of Customer to supply BOXX with such insurance certificates shall be considered a default. Except as provided otherwise in this Contract, Customer's Insurance coverage shall commence upon the date of delivery of the Equipment, and continue throughout the term of this Contract, until BOXX removes the Equipment from Customer's site. Nothing stated herein shall be construed to limit Customer's obligations, covenants, or liability under the Contract.

15. Insurance Coverage and Amounts.

15.1 Customer shall provide the following types and amounts of insurance, which shall be primary to any insurance coverage carried by BOXX. All policies shall be written on a "per occurrence basis". Special form "All Risk" property insurance for each modular building (Equipment) or, if different, such other form of insurance stipulated in BOXX's quote. The insurance shall be in an amount not less than Fifty Thousand Dollars (\$50,000.00), per each modular building unit or, if different, such other sum as set forth in BOXX's quote. The insurance shall name BOXX, and any secured lender of BOXX, as Loss Payees. Coverage shall include theft and 100% replacement cost in like kind and quality, and shall extend to demolition and debris removal as may be required. All proceeds recovered under such insurance, due to the destruction or damage to the modular buildings

- 15.2 Commercial General Liability Policy against claims for bodily injury, death or property damage occurring in, on, or about the modular buildings (Equipment), in the amounts of not less than One Million Dollars (\$1,000,000.00) for bodily injury to, or death of, one person, and One Million Dollars (\$1,000,000.00) for property damage in a single occurrence, with a general aggregate of Two Million Dollars (\$2,000,000.00) or, if different, such other amounts as set forth on Schedule A. Customer shall provide to BOXX Certificate(s) of Insurance evidencing the required types and limits of coverage as required. Such certificate(s) shall name Customer as an Insured, BOXX as a Certificate Holder, Loss Payee, and Additional Insured on a primary and non-contributory basis (CG 20 01) respective of the type of loss, and shall expressly waive any and all right of contribution and subrogation against BOXX and BOXX's insurer.

Notice: Customer is the sole insurer of the Equipment. Certificate(s) of Insurance to be provided by Customer shall contain a provision that BOXX and BOXX's secured lender, if requested, shall receive the maximum written notice available by the insurance carrier, under the circumstances, prior to any termination, cancellation, or alteration of the policy, but in no event shall such notice be less than thirty (30) days prior to any termination, cancellation or alteration of the terms of such certificate of insurance. Customer shall provide BOXX, and BOXX's secured lender if requested, with a copy of each Certificate required by this Contract.

15. Assignment. Without BOXX's prior written consent, Customer will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Contract or the Equipment or any interest in this Contract or the Equipment or (ii) sublet the Equipment. BOXX may assign its rights, title and interest in and to this Contract, the Equipment and any documents executed with respect to this Contract and/or grant or assign a security interest in this Contract and the Equipment, in whole or in part. Any such assignees shall have all of the rights of BOXX under this Contract. Subject to the foregoing, this Contract inures to the benefit of and is binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto. Customer covenants and agrees not to assert against the assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment, or the like which Customer may have against BOXX. Upon assignment of BOXX's interests herein BOXX will cause written notice of assignment to be sent to Customer which will be sufficient if it discloses the name of the assignee and address to which further payments hereunder should be made.

16. Event of Default. The term "Event of Default," as used herein, means the occurrence of any one or more of the following events: (i) Customer fails to make any payment (or any other payment) as it becomes due in accordance with the terms of the Contract, and any such failure continues for ten (10) days after the due date thereof; (ii) Customer fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by BOXX; (iii) the discovery by BOXX that any statement, representation, or warranty made by Customer in this Contract or in writing ever delivered by Customer pursuant hereto or in connection herewith is false, misleading, or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Customer, or a receiver or similar officer shall be appointed for Customer or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; (v) an attachment, levy or execution is threatened or levied upon or against the Equipment; (vi) upon the death or insolvency of any guarantor hereof or any other default under a guaranty agreement of this Contract between the guarantor and BOXX.

17. Remedies. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, BOXX may, at its option, exercise any one or more of the following remedies: (i) by written notice to Customer, declare all unpaid payments and other charges immediately due and payable and to recover the balance of the payments and other charges reserved hereunder, with BOXX retaining title to the Equipment; (ii) by written notice to the Customer, request Customer to (and Customer agrees that it will), at Customer's expense, promptly return the Equipment to BOXX, or BOXX, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of the Customer, holding Customer liable for the balance of Rental Payments and other charges reserved hereunder for the balance of the Rental Term, or residual value of the Equipment exceeds the net amount received by BOXX from such sale or lease; and (iv) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the

Equipment location or any other applicable law or proceed by appropriate court action to enforce the terms of the Contract or to recover damages for the breach of this Contract or to rescind this Contract as to any or all of the Equipment. In addition, Customer will remain liable for all covenants and indemnities under this Contract and for all legal fees and other costs and expenses, including court costs, incurred by BOXX with respect to the enforcement of any of the remedies listed above or any other remedy available to BOXX.

18. Not used

19. Indemnity. Customer, for itself, its successors, assigns and legal representatives, does hereby, now and for the future, agree to indemnify, defend, save and hold harmless BOXX, BOXX's successors, assigns and legal representatives from and against any and all liability, damages and costs of any kind, nature or extent, including attorney's fees from all manner of action, actions, cause or causes of action, claims, proceedings, suits, debts, sums of money, claims, accounts, bonds, bills, specialties, controversies, judgments, assessments, penalties, for or on account of personal injuries, death or property damage, and all demands whatsoever, at law or in equity, arising directly or indirectly out of, or in connection with, Customer's or any of Customer's employees, agents, or servants, and including all third parties' use, occupancy or presence in, on or about the Equipment rented hereunder.

In the event Customer shall receive notice of any claim, suit or action for personal injury, death or property damage, Customer shall provide prompt written notification thereof to BOXX. In the event of commencement of any suit, action or proceeding, Customer shall immediately assume the defense of BOXX at its sole cost and expense and shall wholly indemnify BOXX as provided herein.

20. Notices. All notices to be given under this Contract shall be made in writing and mailed by certified mail, return receipt requested, or email, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. The parties intend and agree that a carbon copy, photocopy, electronic scan or facsimile of this document or of any Schedules, related agreements hereunder with their signature thereon shall be treated as an original and shall be binding as an original-signature document for all purposes.

21. Permits and Fees. Unless stated otherwise herein, Customer shall be responsible, at Customer's sole expense, to obtain all permits that are associated with and/or required as a result of the parties entering the Contract. Such permits include, but are not limited to, (i) Zoning, (ii) Building, (iii) Utility, (iv) Business, (v) Use, (vi) Occupancy, and (vii) Construction permits.

22. Code Requirements. BOXX shall only be responsible for those federal and state code and/or regulations requirements specifically delineated in the Contract. All costs, including overhead and profit, incurred by BOXX in having to conform to any code and/or regulation or ordinance requirements, other than those specifically stated in this Contract, shall be the sole responsibility of the Customer. All additional cost(s) shall be added to the Contract price as a Change Order.

23. Section Headings. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.

24. Governing Law. This Contract shall be construed in accordance with, and governed by the laws of, the Commonwealth of Pennsylvania. All disputes arising in connection with this Contract, including any question regarding its

existence or validity, shall be resolved by a State or Federal Court of BOXX's choosing.

25. Delivery of Related Documents. Customer will execute or provide, as requested by BOXX, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Contract provided there is no cost to the Customer, the documents comport with Law as approved by Customer's legal counsel, and the documents do not change the substance of the original transaction.

26. Not used.

27. Use of Equipment. The Customer may possess, occupy and use the Equipment for any lawful purpose consistent with the intended use of the Equipment provided under this Contract and shall comply with all applicable laws and ordinances and pay all claims, damages, fees and charges arising out of its possession, occupancy, use or maintenance. Customer further agrees to be the sole operator and end user of the Equipment described under this Contract. Customer acknowledges and agrees that the Equipment is of a size, design and capacity selected by Customer.

28. Filings. The Customer authorizes BOXX to make BOXX's security interest a matter of public record by filings of any documents BOXX deems necessary for that purpose and BOXX shall be responsible for any costs associated therewith. The Customer agrees to sign or execute such documents to evidence its consent to such filings as long as there is no cost to Customer other than those costs included in this Contract and the documents are approved by Customer's attorney.

29. Not used.

30. Not used.

31. Right of Setoff. Notwithstanding anything to the contrary in this Contract, in the event that any amount is due to BOXX or any of its affiliates by the Customer or any of the Customer's affiliates, BOXX shall have the right of set-off against the Customer for that amount, whether such amount arises pursuant to this Contract, any other contracts between the Customer and/or the Customer's affiliates and BOXX, BOXX's affiliates or otherwise.

Customer Initials	BOXX Initials

**EXHIBIT A**

**DELIVERY, ACCEPTANCE, INDEMNIFICATION AND SERVICES CERTIFICATE**

Reference is made to the Rental and Services Contract # \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_ between the undersigned and BOXX Modular, Inc. calling for \_\_\_\_\_ monthly payments in the amount of \_\_\_\_\_ each plus any and all taxes. We are pleased to confirm to you as follows:

1. As of the date of this Certificate all of the Equipment described in the Contract referenced above has been delivered to and received by the undersigned: that all Services or other work necessary prior to the use thereto has been completed; that said Equipment has been examined and/or tested and is in good operating order and condition and is in all respects satisfactory to the undersigned and as represented, and that said Equipment has been accepted by the undersigned and complies with all terms of the above referenced Contract, or
2. Pursuant to Section 3.a of this Contract, BOXX notified the Customer in writing on \_\_\_\_\_, 20\_\_\_\_ that the Equipment is ready to be delivered to the Project Site as provided in the Purchase Order and delivery has been delayed by more than ninety (90) days through no material fault of BOXX. Should the delay extend beyond ninety (90) days from the date BOXX notified the Customer then this Contract shall commence with or without Customer's execution of this Certificate and all terms of the Contract shall remain in full force and effect.

This certificate shall not be considered to alter or amend the terms of the aforesaid Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Lessee:

Signed:

Printed Name:

Title:

Witnessed:

Witness Printed Name:

## **EXHIBIT B**

### **CUSTOMER MAINTENANCE RESPONSIBILITY**

As a condition precedent to BOXX granting a Limited Warranty of a modular building (the "Equipment") leased by BOXX, certain routine maintenance of the Equipment is required to be performed by the Customer. Such "Routine Maintenance" is at the sole expense of the Customer and includes, but is not limited to, regular janitorial services as needed and the following duties:

1. Change filters on HVAC units every two (2) months, or more frequently if the Equipment is located in a particularly dirty environment. Maintain a log of when the filter changes occur. Clean HVAC coils and inspect units annually. Generators are not to be used, as this can void the warranty on the HVAC units.
2. Ensure all return air registers are open and air passage is not blocked.
3. Clean air ducts every two years or more frequently if located in a dusty environment. Maintain a log of when ducts are cleaned.
4. Report leaks of all types, plumbing or rainwater, immediately to your local branch of BOXX Modular, Inc. or via e-mail to [service@boxxmodular.com](mailto:service@boxxmodular.com). If a leak occurs,
  - a. Remove water spillage immediately. Turn off all power if any affected areas contain electrical wiring or lights.
  - b. Immediately dry any wet carpet or tile and other wet surfaces by appropriate methods.
  - c. Depending on the severity of the leak, dehumidifiers may be required to ensure dryness and prevent the growth of mold.
5. Under OSHA guidelines inspect roof(s) periodically and implement the following procedures:
  - a. Clean roof of all debris, especially sharp items such as nails, screws, stones, and tree branches.
  - b. Clean debris from, and unclog as necessary, all scuppers, gutters and downspouts.
  - c. Inspect roofing for visible tears or cracks or loose roofing material.
  - d. Inspect roof penetration flashings and roof termination caulking for cracks.
  - e. Remove snow if any to prevent leaks.
  - f. If any tears, leaks or cracks are found, contact BOXX immediately for instructions and to arrange for repairs.
6. Maintain adequate storm water drainage away from the Equipment and ensure that no water is allowed to pond beneath buildings.
7. Maintain floor coverings in good, safe, serviceable condition:
  - a. Dry or damp mop vinyl covered floors. Do not wet mop vinyl covered surfaces.
  - b. Strip, seal and wax vinyl tile floor covering at least once a year.
  - c. Trim carpet snags/ravels to prevent further carpet damage or creating a tripping hazard
  - d. Do not use tape on carpet to seal rips or frayed/loose seams.
8. Perform additional routine maintenance as required by use or environment:
  - a. Do not staple, tack, tape items to walls or punch holes into walls.
  - b. Replace batteries in smoke detectors/emergency exit lights at least once a year or more frequently if required to maintain them in safe condition. Test all smoke detectors per local code or manufacturer's requirements.
  - c. Replace fluorescent lamps, incandescent bulbs or other lighting as needed.
  - d. Check rain diverters caulking over doors and windows. Re-caulk as needed. If rain diverters do not keep blowing rain from penetrating doors, canopies over doors may be required.
  - e. Caulk siding materials and window frames as needed to prevent water penetration.
  - f. Maintain air conditioning temperature between 70-76 degrees in hot weather during evenings, weekends and holidays to maintain reasonable temperature and humidity in the Equipment and lubricate the equipment. Use programmable T-stats with lock boxes when possible.
  - g. Ensure skirting vents are not blocked at all times.
  - h. Do not remove inspection/data labels from walls, doors, windows and electrical panels.
  - i. Ensure and maintain all necessary pest and animal controls.

#### **FIRE HAZARD WARNING**

- i. Maintain a 3' clearance around electrical panels
- ii. Do not overload the electrical outlets
- iii. Do not place objects on top or in front of electric heaters
- iv. Do not block any vent
- v. Clothing and flammable materials should not be stored in closets with electrical panels
- vi. Furnace and water tank closets should not be used for storage

FOR SERVICE, OR IF YOU HAVE A QUESTION, PLEASE CONTACT YOUR LOCAL BOXX BRANCH OFFICE.

## **EXHIBIT C**

### **STANDARD LIMITED WARRANTY**

BOXX Modular, Inc. grants this restricted Standard Limited Warranty to the Customer. The warranty granted herein is limited to the Equipment and Services provided by BOXX, under the above referenced Contract.

**MANUFACTURER'S STANDARD LIMITED WARRANTY:** In the case of a Purchase Contract, BOXX will assign all interest held by BOXX, in such Manufacturer's Limited Warranty. In the case of a Rental and Services Contract, BOXX retains the ownership of the Manufacturer's Warranty, but will provide the benefits of such warranty to the Customer, for whatever warranty period provided under such warranty.

**BOXX STANDARD LIMITED WARRANTY:** Except as otherwise provided herein, BOXX warrants, under normal use and service, the Equipment and Services BOXX provides, under the above mentioned Contract. BOXX warrants that all Equipment and Services provided by BOXX will be free from defects in material and workmanship for a period of one (1) year from the date of Acceptance or Occupancy of the Equipment, whichever occurs first (Refer to BOXX Scope of Work and Purchase or Rental and Services Contract). ALL WARRANTY WORK PERFORMED BY A THIRD PARTY, WITHOUT THE PRIOR WRITTEN APPROVAL OF BOXX, MAY VOID THIS WARRANTY.

#### **CLAIMS:**

A valid warranty claim must be submitted to BOXX, within the time allow for such claim under the Contract, and during the warranty period. Redress for a valid warranty claim will be provided within a reasonable time. This warranty is limited to non-union at non-prevailing wages. Warranty service will be performed during daily routine business hours. BOXX will not pay warranty repairs, parts, or replacements, which are made or supplied prior to having received an express written authorization from BOXX.

**EXCLUSIVE REMEDIES:** The sole and exclusive remedies, under this warranty, are those specifically provided in this Standard Limited Warranty. BOXX's obligation shall be limited solely to replacing and/or repairing defective parts or materials. BOXX neither assumes nor authorizes any person or entity to assume for BOXX any other liability or obligation in connection with this warranty.

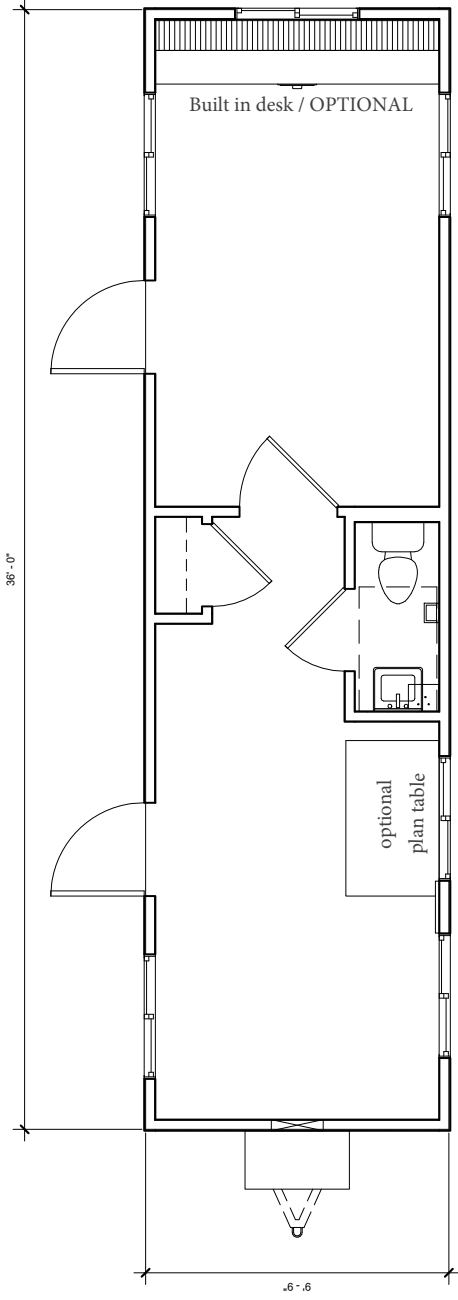
**EXCLUSIONS FROM COVERAGE:** Expressly excluded from this warranty are the following:

- a) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any misuse or neglect of the Equipment or Services, including improper service to, and connection of, electric service and other utilities.
- b) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any surge, spike or other significant change to the recommended electrical service requirements, excessive water supply pressure, accident, collision, fire, earthquake, flood, or Act of God involving or affecting the Equipment or Services.
- c) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any loading of the Equipment beyond any limits specified in applicable codes.
- d) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or any way related to any repairs, additions, modifications or alterations to the Equipment or the Services, or any components made without the prior express written authorization of BOXX.
- e) Any portion of the Equipment or any materials, components or other aspects of the Equipment that the manufacturer specified as being unwarrantable.
- f) Any items or services that are a part of the routine maintenance of the Equipment including, but not limited to, minor adjustments to doors, cabinets, moldings and similar components once the Equipment has been accepted, re-caulking of windows after acceptance of the Equipment, starting of electrical, oil, gas and plumbing appliances or components, and servicing appliances in accordance with instructions provided by the suppliers.
- g) Any damage, loss, defect, repair, adjustment or replacement caused by, resulting from or in any way related to any failure to perform routine maintenance to the Equipment or Services, including the items specified in the preceding subparagraph (f).
- h) (Manufacturer's Warranty only) The axles, frames, brakes, tires, windows, air conditioners, hot water heaters, furnaces, plumbing fixtures, furniture and furnishings of the Equipment. Any and all warranties with respect to such items as may be available from suppliers thereof are hereby assigned by BOXX. If any component specified in this subparagraph proves to be defective and cannot be ordered and replaced by the supplier. BOXX shall assist in obtaining a replacement of the defective component from the supplier, however, BOXX is not responsible for the costs of the replacement (if any), all shipping costs (if any), and the return of the defective component to the supplier thereof. BOXX shall have no liability for labor or service costs associated with any claim pertaining to any component listed in this subparagraph.
- i) Any damage, loss, defect, repair, adjustment or replacement, while the Equipment is outside the continental United States of America or Canada.

**DISCLAIMER OF OTHER WARRANTIES:** EXCEPT AS EXPRESSLY PROVIDED IN THIS STANDARD LIMITED WARRANTY, BOXX EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES OF EACH AND EVERY NATURE AND DESCRIPTION, AND EXPRESSLY STATES THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL BOXX BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**NOTICE OF WARRANTY CLAIMS:** All claims made, under this Standard Limited Warranty, must be submitted in writing within the time allowed under the above mentioned Contract and Warranty Period. Forward all claims to: BOXX Modular, Inc., Attn: Warranty Department 3475 High River Rd., Ft. Worth, TX 76155. (1-877-438-8627)

**ASSIGNABILITY:** This Standard Limited Warranty is not assignable, without the prior written approval of BOXX Modular, Inc.



# ATTACHMENT A

## TEXAS A&M FOREST SERVICE

### PURCHASE ORDER

### TERMS AND CONDITIONS

#### 1. REQUIREMENTS OF AWARDED BID

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

#### 2. SPECIFICATIONS

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

#### 4. DELIVERY

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

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

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

#### 7. PAYMENT

Vendor shall submit one (1) copy of an itemized invoice referencing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. **TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.**

#### 8. PATENTS OR COPYRIGHTS

Vendor agrees to protect the TFS from claims involving infringement of patents or copyrights.

#### 9. VENDOR ASSIGNMENTS

Vendor hereby assigns to TFS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to quotation must give the quotation number and opening date.

#### 10. BIDDER AFFIRMATION

Signing a bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation.
- 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.
- 10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
- 10.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:  
Name of Former Executive: \_\_\_\_\_  
Name of State Agency: \_\_\_\_\_  
Date of Separation from State Agency: \_\_\_\_\_  
Position with Bidder: \_\_\_\_\_  
Date of Employment with Bidder: \_\_\_\_\_
- 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
- 10.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

#### 11. BUSINESS OWNERSHIP

Pursuant to Section 231.006 (c), Family Code, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity

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

#### 12. NOTE TO BIDDER

Any terms and conditions attached to a bid will not be considered. Such terms and conditions may result in disqualification of the bid.

#### 13. ALTERNATIVE DISPUTE RESOLUTION

The dispute resolution process provided for in Chapter 2260 of the Texas Government Code shall be used, as further described herein, by Texas A&M Forest Service and the Contractor to attempt to resolve any claim for breach of contract made by the contractor:

- (a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Robby DeWitt, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Gov't Code.
- (b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A).
- (c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.
- (1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the TAC.
- (2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.
- (3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Robby DeWitt, Associate Director for Finance and Administration (979) 458-7300.

#### 14. PUBLIC DISCLOSURE

- (a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon Texas A&M Forest Service's written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excluded from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, *Texas Government Code*, but only includes information to which Texas A&M Forest Service has a right of access.
- (c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.

#### 15. REHAB ACT, VEVRAA, SECTION 503

This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

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

16. **Conflict of Interest.** By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
17. **Prohibition on Contracts with Companies Boycotting Israel.** Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
18. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
19. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 20.