

VENDOR

**PURCHASE ORDER**TEXAS A&M FOREST SERVICE  
PURCHASING DEPARTMENTOrder Date  
08/05/2022

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)
P300020	

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

<b>VENDOR</b>
14531244652 NI SATELLITE INC PO BOX 95465 CHICAGO, IL 60694-5464

ALL TERMS AND  
CONDITIONS SET  
FORTH IN OUR BID  
INVITATION BECOME  
A PART OF THIS  
ORDER.**INVOICE TO:**TEXAS A&M FOREST SERVICE  
LUFKIN-FRP RURAL FIRE DEFENSE  
FOREST RESOURCE PROTECTION  
PO BOX 310  
LUFKIN TX 75902**SHIP TO:**TEXAS A&M FOREST SERVICE  
LUFKIN-FRP RURAL FIRE DEFENSE  
481 TEXAS FOREST SERVICE LOOP  
BLDG A456  
LUFKIN TX 75904ANY 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-TEF				
1	CHARGES & FEES FOR SATELLITE PHONE SERVICE DOES NOT INCLUDE AIRTIME USAGE	12	MO	4,923.440	59,081.28
2	MSAT VOICE AIRTIME	1,000	MIN	2.600	2,600.00
				TOTAL	61,681.28
	***** 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.				
	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".				
	UTILITY THAT IS EXEMPT FROM COMPETITIVE BIDS. CHOSEN AS SAME PROVIDER FOR TDEM, TEEX AND TX PARKS AND WILDLIFE AGENCY FOR CONTINUITY OF SERVICE AND SIGNAL.				
	VENDOR QUOTE DATED 8/5/2022 INCLUDED. ANNUAL SERVICE FOR FY23, 9/1/22 THRU 8/31/23. AGENCY TERMS AND CONDITIONS ATTACHED.				
	PREVIOUS PO# P200088.				
	VENDOR QUOTE: 08052022 VENDOR REF: JAVVENE BOWERS 954-939-3103				

RTL

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

FOB: DESTINATION FRT INCLUDED

Terms:

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

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

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

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

		<b>NI Satellite Inc.</b>			
<b>Texas A &amp; M University</b>		<b>Quotation Date:</b>		<b>8/5/2022</b>	
<b>Customer Contact:</b>		<b>FOR MORE INFORMATION PLEASE CONTACT:</b>			Quote for 73 existing units 61 of 73 with access to 3 Beam talk group 8454834 TXSMART \$10.50 Monthly Access fee to 8454834 TXSMART is waived
<b>Title:</b>		NI Satellite Inc.			
<b>Address:</b>		8911 S. Sam Houston Parkway W. Suite 130, Missouri City, TX 77489			
<b>City, State Zip:</b>					
<b>Phone:</b>		<b>Account Manager</b>			
<b>Email:</b>					
<b>Service Type:</b>	New Service Activation				
<b>Validity Period:</b>	30 days		<b>NI LightSquared Service Partner:</b>		
<b>Account #:</b>	12118544		<b>Term of Service: Sep 1, 2022 - Aug 31, 2023</b>		1 Year
<b>One Time Fees - Activation &amp; Set-Up</b>					
<b>Item</b>	<b>Quantity</b>	<b>Rate Plan</b>	<b>Description</b>	<b>Unit Price</b>	<b>Total</b>
A	0	All Rate Plans	Satellite Radio Activation Fee - Per satellite radio (one-time charge)	\$52.50	\$0.00
B	0	All Rate Plans	Additional Talkgroup or Private Mode Setup - Per Talk Group	\$209.00	\$0.00
C	0	All Rate Plans	Call Management Feature Activation Per satellite radio	\$10.50	\$0.00
				<b>Total One Time Fees</b>	<b>\$0.00</b>
<b>Monthly or Annual Recurring Fees</b>				<b>Unit Price/Month</b>	<b>Extended Total/Month</b>
					<b>Extended Total/Year</b>
D	61	EM1 - CONUS 3 Beam, Unlimited PTT, Telephone Service - \$2.60/Minute	Monthly Service Access Fee - Base Fee is \$45 per month plus \$10.50 per month for access to each Normal Talk Group; Access to 1 Normal Talk Group is included at \$55.50 per month; Any lines eligible for suspend mode are billed \$10.50 per month while in that mode and are assess \$16.75 each time they transition back into suspend mode.	\$55.50	\$3,385.50
D2	12	EM1 - 2 Beam, Unlimited PTT, Telephone Service - \$2.60/Minute	Monthly Service Access Fee - Base Fee is \$26 per month plus \$10.50 per month for access to each Normal Talk Group; Access to 1 Normal Talk Group is included at \$36.50 per month; Any lines eligible for suspend mode are billed \$10.50 per month while in that mode and are assess \$16.75 each time they transition back into suspend mode.	\$36.50	\$438.00
E	73	All Rate Plans - 911 Fee	Monthly E911 Emergency Referral Fee - Per satellite radio	\$0.75	\$54.75
F	1	All Rate Plans - Additional PSTN Minutes	Additional PSTN Telephone Minutes. Price Per Minute as Per Line Item D Rate Plan. Actual Usage Invoiced Monthly	See Line D Rate Plan	Variable
G	0	All Rate Plans - Data	Data access fee per satellite radio	\$15.75	\$0.00
H	73	All Rate Plans - Talk Group Access	Talk Group Membership Access Fee to Additional Normal Talk Groups	\$10.50	\$766.50
I	0	All Rate Plans - Additional Talk Group	Additional Talk Group Fee Per Talk Group	\$209.00	\$0.00
				<b>Total Recurring Fees - Monthly or Annual</b>	<b>\$4,644.75</b>
<b>Miscellaneous Fees - One Time Charges</b>				<b>Total</b>	<b>\$55,737.00</b>
J	1	Federal Universal Service Assessment - Regulatory Cost Recovery fee - For One time Fees		6.0%	\$0.00
<b>Miscellaneous Fees - Monthly or Annually Recurring Charges</b>				<b>Total/Month</b>	<b>Total/Year</b>
K	1	Federal Universal Service Assessment - Regulatory Cost Recovery fee - For Recurring Fees		6.0%	\$278.69
				<b>Grand Total For One Year</b>	<b>\$59,081.22</b>
<b>Notes to Pricing</b>					
1)	Please note that airtime usage will be charged "as used" in arrears. Access fees are charged "monthly" in advance from the 1st day of the month through the last day of the month. Other taxes may be applicable and in addition to the fees described on this quote.				
2)	As a service provider, NISI does not control the prevailing service fees. Therefore, on the anniversary date for all multi-year contracts, NISI reserves the right to review and, if warranted, increase the service rates up to 5% for the renewal period.				
3)	The above quoted pricing is conditional upon acceptance of the NISI Satellite Service Contract terms and conditions. Terms and conditions of this quotation are considered included in your agreement with NISI.				
4)	For Commercial Customers: This quotation includes an estimate for the Federal Universal Service Fund and the Regulatory Cost Recovery fees, but any additional federal, state or local taxes or fees for which you may be responsible are not included. Please provide us with any applicable tax exemption certificates we may not already have on file.				
5)	Included monthly airtime minutes will not be rolled over to subsequent month or pooled within an account.				
6)	Long distance toll rates included in the per minute airtime rate for all calls terminated in the continental United States, Alaska, and Hawaii. International calls are billed at specified airtime rate plus applicable international toll (based on AT&T's residential direct dialing rates -- see <a href="http://www.consumer.att.com/global/english/">http://www.consumer.att.com/global/english/</a> ). International tolls are rated to the prevailing Eastern Time and may vary by time of day.				
<b>Customer Acceptance - Customer accepts rates &amp; terms listed on this contract with signature below:</b>					
Name:			Signature:		
Title:					
Date:			Customer PO#/Billing Reference:		Specify Bill Monthly or Annually

**IMPORTANT—READ CAREFULLY:** This Satellite Bandwidth and Airtime Services Agreement is a legal agreement between you (either a business, corporation, government agency, non-profit agency or an individual entity) and NI Satellite, Inc. for the use of satellite bandwidth and airtime related to the satellite equipment that you have purchased from NI Satellite, Inc.. You agree to be bound by the terms of this Agreement by using the satellite communications product. If within 30 days you do not agree, do not use the product; you may return hardware to NI Satellite, Inc. for a refund, less a restocking fee of 15% of the purchase price. This agreement is applicable to any and all services provided by NI Satellite, Inc..

(1) **Availability Of Limited Service:** Service is generally available to satellite terminals equipped for this service when within the satellite footprint. Service is furnished to Customer or Customer's authorized user. Satellite operators will have scheduled outages and non-scheduled outages, neither of which shall impact the terms and conditions of this agreement or payment for services.

(2) **Term:** Customer agrees to remain as a subscriber of the service for the minimum term of service from the date of service activation, and furthermore, agrees to pay any applicable activation, monthly service, service usage fees and any applicable taxes thereon. NI Satellite, Inc. reserves the right to change rates at anytime with 30 days advance notice to the customer.

(3) **Data Transmission Use & Dropped Calls:** Due to the technical nature of data setups and the inherent complexities of data transmission through a variety of operating systems, NI Satellite, Inc. makes no representation as to the success of data calls through the system. Customer agrees that all data call attempts regardless of ultimate successful transmission and termination will be paid for and no credits will be given in the event of dispute of this nature. Along with potential incorrect use (i.e.: next to a building/obstruction) or usage overruns due to improper use by the customer or modems/terminals/phones left connected and unattended for extended periods of time. Dropped calls will not be credited. Customer understands that this technology can consume significant volumes and they accept the cost for high usage that comes with a Post Paid usage plan. Pre-paid plans are available to limit exposure to unlimited usage costs, while ensuring easy access to services. Users of unlimited Post Paid airtime plans acknowledge their responsibility for all airtime costs.

(4) **Early terminations:** Early terminations during the term of service are subject to a cancellation fee per terminal. Customer may renew for successive service term periods at the same terms and conditions contained herein. Notice of termination should be made in writing to the NI Satellite, Inc. Customer Service Department at [financebilling@nisatellite.com](mailto:financebilling@nisatellite.com) or 8911 S. Sam Houston Parkway W. Suite 130 Missouri City, TX 77489 no less than thirty (30) days prior to the expiration of any term of this Agreement. This Service Agreement cannot be assigned without the written consent of NI Satellite, Inc.. NI Satellite, Inc. reserves the right to terminate this Contract at any time during the contract period with 30 days advance notice to the customer.

(5) **Invoicing and Guarantee of Payment of Services:** NI Satellite, Inc. will invoice the customer monthly. This bill is due and payable upon receipt. Monthly recurring charges are billed monthly in advance. Customer understands that they are responsible for all air time charges, including but not limited to direct airtime, long distance and roaming charges (if applicable), and charges for any Customer-elected, value-added services (when available). Customer requests for direct billing are subject to credit approval and may be subject to required deposits and/or direct payment by credit card or a guarantee authorized against a valid accepted credit card.

(6) **Taxes:** The price of the service does not include sales, usage, excise, ad valorem, property or any other taxes now or hereafter imposed, directly or indirectly, by any governmental authority or agency with respect to the Service. Customer shall pay such taxes directly or reimburse NI Satellite, Inc. for any such taxes.

(7) **Deposits:** Satellite services are granted subject to credit approval by NI Satellite, Inc.. NI Satellite, Inc. requires the establishment of credit or the ability to pay invoices according to the established terms. Deposits may be required for customers who do not have established credit. Customers will be advised prior to service activation if a deposit is required. Deposits will be refunded at service or contract termination.

(8) **Non-Payment / Breach:** Interest on overdue accounts will be charged at 24% per annum. This late charge is applicable to the unpaid balance as of the due date. Customer shall pay NI Satellite, Inc. all costs including, without limitation, reasonable attorney fees, and the fees of any collection service. Customers' service can be suspended for non-payment. NI Satellite, Inc. will charge a decommissioning fee per mobile terminal for re-activation of the suspended terminal.

(9) **Limitation of Liability:** The satellite services provided by NI Satellite, Inc. may be temporarily interrupted, delayed or otherwise limited. NI Satellite, Inc. makes no representation that it can provide uninterrupted service. Furthermore, NI Satellite, Inc. shall have no liabilities or credit due for interrupted service unless caused by the gross negligence of NI Satellite, Inc.. NI Satellite, Inc. shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or other causes beyond our reasonable control. NI Satellite, Inc. makes no warranties with respect to the service of any kind whatsoever, expressed or implied, except as specifically provided in this agreement. The implied warranties of merchantability and fitness for any particular purpose are hereby disclaimed and excluded. NI Satellite, Inc. shall not be liable to its distributor or customer or any third party for any special, incidental, or consequential damages.

(10) **Subscriber Terminals and Equipment:** Unless provided under a separate NI Satellite, Inc. support contract, NI Satellite, Inc. is not responsible for the installation, operation, quality of transmission, or maintenance of Customer equipment. If Customer's equipment is stolen, Customer is responsible for all charges as agreed upon in this Agreement.

(11) **Licensing:** Customers wishing to operate satellite phones and modems while in foreign territories shall be responsible for any and all licensing or approvals that may be required to operate within that territory.

(12) **Governing Law:** This contract is governed by the laws of Missouri City, TX.

(13) Customer agrees that any legal proceeding commenced by one party against the other, shall be brought in any state, province or federal court having proper jurisdiction in Missouri City, TX. Both parties submit to such jurisdiction and waive any objection to venue and/or claim of inconvenient forum.

# 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.