

VENDOR

PURCHASE ORDER
TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date
02/24/2023

Page 01

200 Technology Way, Suite 1120, College Station, TX 77845-3424; Phone 979-458-7380, FAX 979-458-7386

| | |
|--------------------|--|
| Purchase Order No. | (Include this number on all correspondence and packages) |
| P300277 | |

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

| |
|---|
| VENDOR |
| 19110534290 COFFMAN ENGINEERS INC 1101 2ND AVE, STE 400 SEATTLE, WA 98101-3361 |

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

| |
|---|
| INVOICE TO: |
| TEXAS A&M FOREST SERVICE FIAD--PURCHASING 200 TECHNOLOGY WAY, SUITE 1151 COLLEGE STATION TX 77845-3424 |
| SHIP TO: |
| TEXAS A&M FOREST SERVICE FIAD--PURCHASING 200 TECHNOLOGY WAY, SUITE 1151 COLLEGE STATION TX 77845-3424 |

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

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

| Item | Description | Quantity | UOM | Unit Price | Ext Price |
|------|--|----------|-----|------------|-----------|
| | USER REF: 000000-TMC | | | | |
| 1 | Fee for Fire Protection Plan and Installation Inspection-Hudson | 1 | JOB | 15,000.000 | 15,000.00 |
| | | | | TOTAL | 15,000.00 |
| | ***** 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. ESTIMATED FEE FOR THIS PROJECT IS 15,000 USD ADDITIONAL SERVICES AND FEES MAY BE CHARGED AS NEEDED IN ACCORDANCE WITH THE ATTACHED STATEMENT OF WORK ESTIMATED FEE AND SERVICE RATES FOR THIS PROJECT ARE IN ACCORDANCE WITH ATTACHED TAMUS MASTER AGREEMENT SIGNED ON 10/21/2021 STANDARD AGENCY TERMS AND CONDITIONS APPLY VENDOR QUOTE: 02/14/2023 VENDOR REF: DAVE GRAMLICH #281-946-6235 | | | | |

CEC

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

FOB: DESTINATION FRT INCLUDED

Terms:

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

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

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

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 151.309 (4), for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

The Terms and Conditions of the State of Texas shall prevail.

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

Chrom E

PURCHASING AGENT FOR

TEXAS A&M FOREST SERVICE



February 14, 2023

VIA EMAIL: trent.burford@ag.tamu.edu

Mr. Trent Burford, E.I.T
Construction Project Manager
AgriLife Admin. Services – Engineering
578 John Kimbrough Blvd., Rm 553
College Station, TX 77843-2147

PROJECT: Texas A&M Forest Service Office Building

SUBJECT: Proposal for Fire Protection Consulting Services

Dear Mr. Burford:

Coffman Engineers, Inc. (Coffman) is pleased to submit this proposal to provide fire protection consulting services to Texas A&M AgriLife (Client) for the Texas A&M Forest Service Office Building. This proposal is based on drawings and specifications provided to Coffman on Thursday February 9, 2023.

Coffman understands the project includes a new approximately 15,000 square foot office building located in Hudson, Texas. The building will be protected with a fire sprinkler and fire alarm system. Coffman proposes to provide the following scope of services in accordance with our Master Agreement dated 10/21/2021. The rates and terms of this master agreement will apply.

SCOPE OF WORK

Coffman proposes to provide the following scope of services in support of the Client team for the Texas A&M Forest Service Office Building.

1. Review existing construction document package fire protection and life safety package for compliance with the applicable codes and standards. Bluebeam markups with any comments or clarifications will be provided as a deliverable for this review.
2. Attend one (1) virtual project kick-off meeting with the design team and potentially ownership group.
4. Perform two (2) reviews of the fire sprinkler and fire alarm shop drawings. The shop drawings will include all product data and calculations. Partial reviews or additional reviews are not anticipated. Bluebeam markups with any comments or clarifications will be provided as a deliverable for these reviews. Additional reviews will be considered an additional service.

5. Attend one above-ceiling 50% construction inspection. The inspection will consist of fire protection and life safety features for this building including fire sprinkler and fire alarm. It's anticipated this inspection will occur before the ceiling installation. It's anticipated this inspection will occur on one day by one engineer.
6. Attend one below-ceiling 90% construction inspection. The inspection will back-check items identified during the 50% inspection and any newly installed fire protection and life safety components. It's anticipated this inspection will occur on one day by one engineer.
7. Attend one 100% acceptance test of the fire sprinkler and fire alarm system. It's assumed that both systems will be coordinated to be tested on the same day and witnessed by one engineer.
8. Provide twelve (12) hours of general consulting services. General consulting time will be used for telephone discussions with the Client, general fire/life safety consulting activities, or project management activities.

ASSUMPTIONS AND EXCLUSIONS

1. Meetings will be held virtually unless indicated otherwise.
2. Additional site visits are considered an additional service.
3. Review of hazardous materials is not included in the scope of services.
4. Dust hazard analysis is not included in the scope of services.
5. Development of additional fire protection and life safety drawings to be performed by others.
6. Building code summary and egress drawings to be prepared by others. Coffman will review these as a portion of the initial design review and can prepare these as an additional service.
7. Alternate means and methods or negotiations with the Authority Having Jurisdiction can be provided as an additional service.
8. Testing of the fire sprinkler or fire alarm systems will not be performed by Coffman. Coffman will witness testing performed by Contractors in accordance with the project specifications.
9. Drawings to be provided to Coffman in the form of PDF for review purposes.

COMPENSATION AND REIMBURSEMENT

Coffman proposes to provide the scope of services described on a time and expense basis in accordance with our Master Agreement. The estimated fee under this agreement for the included services and allowable expenses is **\$15,000**.

Additional services may be billed as time and expense utilizing the Master Agreement.

Additional one day site visits are estimated at \$2,000.

TERMS AND CONDITIONS

The terms and conditions are in accordance with the Master Agreement dated 10/21/2021.

ACCEPTANCE

If the foregoing scope and fee outlined within this proposal are acceptable, please date, countersign, and return one copy to Consultant's office to indicate authorization to proceed. By signing and returning this proposal or providing a notice to proceed, you are agreeing that the attached terms and conditions of this proposal are valid, binding, and enforceable. The fees noted in the proposal will remain in effect for 60 days after the date of the proposal.

TIME OF PERFORMANCE

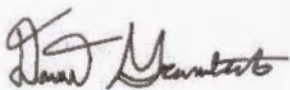
Coffman's Services pursuant to this Agreement are to commence upon the Effective Date indicated in the signed proposal or written authorization to proceed received from the client and continue until agreed upon Services are completed or the Agreement is terminated. Coffman will perform its Services with due and reasonable diligence consistent with sound professional practices.

Coffman appreciates this opportunity to assist Texas A&M AgriLife on this project. If you have any questions or comments relating to this proposal, please feel free to contact us at dave.gramlich@coffman.com or 281-946-6235.

Sincerely,

COFFMAN ENGINEERS, INC.

Prepared by:



Dave A. Gramlich, PE
Senior Engineer
Fire Protection Engineering

Accepted by:

Texas A&M AgriLife

Date

DAG:sf

AN AGREEMENT
BY AND BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM OFFICES
AND COFFMAN ENGINEERS

This Services Agreement ("Agreement") is entered into and effective September 1, 2021 (the "Effective Date"), by and between The Texas A&M University System (hereafter referred to as "A&M System"), an agency of the state of Texas, and Coffman Engineers (hereafter referred to as "PROVIDER"). A&M System and PROVIDER are sometimes hereafter referred to as "Party" individually or "Parties" collectively).

A&M System and PROVIDER hereby agree as follows:

1. SCOPE OF WORK

PROVIDER will work with A&M System to provide fire & life safety services on an as needed basis. The services included (but not limited to) in the scope of this Agreement are listed in Exhibit A, attached hereto.

A&M System universities and agencies (collectively referred to as "Members") may also utilize the services within this Agreement if needed on their managed construction projects.

2. TERM OF THE AGREEMENT

The initial term of this Agreement shall be effective as of September 1, 2021 and will extend through August 31, 2024. This Agreement can be extended for two (2) additional one-year terms upon written agreement of both parties. Any extensions shall be at the same terms and conditions plus any approved changes to be determined by A&M System and negotiated in writing with the PROVIDER.

3. PAYMENT TERMS

A. A&M System shall not pay any costs or fees as a direct result of this Agreement. For the services rendered under this Agreement, A&M System or Member shall pay PROVIDER based on the rate schedule attached as Exhibit B and made a part of this Agreement. The rate schedule may be renegotiated at the discretion of A&M System upon renewal of this Agreement.

B. PROVIDER shall invoice A&M System or Member for amounts due consistent with the payment schedule as negotiated per project. For reimbursement of travel expenses, PROVIDER'S invoice(s) must include supporting documents. Payment will be made to PROVIDER upon approval of such invoice by A&M System. It is the policy of the state of Texas to make payment on a properly prepared and submitted invoice within thirty (30) days of the latter of any final acceptance of performance or the receipt of a properly submitted invoice, in conformance with the Texas Prompt Payment law. Generally, payment will be made on the 30th day unless a discount has been arranged for more immediate payment.

C. Business-related travel, lodging and/or meal expenses will be reimbursed by A&M System according to the State of Texas rates, rules, and regulations. PROVIDER is required to submit all travel receipts when requesting reimbursement. Under no circumstance will the PROVIDER be reimbursed for alcohol purchases. State travel rates are subject to change without notice and will be adjusted accordingly. Mileage rates will be calculated from point-to-point (PROVIDER's place of business to job site) using the State of Texas mileage. Should the contract be renewed for an additional term, travel reimbursement amounts will be renegotiated at that time.

If the PROVIDER's place of business is located more than 60 miles from the job site, then a round trip charge of \$120 per trip will be allowed, regardless of the number of people in a vehicle(s) and of the time it takes to reach the site. This is to help offset personnel travel time which is NOT

chargeable. If your PROVIDER's place of business is located closer than 60 miles to the job site, a round trip charge will not be allowed. Mileage reimbursement still applies in either case.

Overtime and holidays will be paid at straight time.

- D. All payments shall be made by electronic direct deposit. PROVIDER is required to complete and submit to A&M System a Vendor Direct Deposit Authorization form prior to the first payment request. The form can be accessed at;

<https://www.tamus.edu/business/budgets-and-accounting/accounting/general/> .

- E. All invoices must reference the A&M System or Member purchase order number issued for a specific project and include the description of services provided as well as time, deliverables, and activities. Invoices will be processed for payment upon approval by the appropriate A&M System personnel.

- F. Invoices are to be sent to e-Builder with the appropriate link provided in the purchase order for each specific project. The invoices must include a summary of services performed.

4. DEFAULT AND TERMINATION

- A. For Cause: In the event of substantial failure by Provider to perform in accordance with the terms hereof, A&M System may terminate this Agreement upon fifteen (15) days written notice of termination setting forth the nature of the failure (the termination shall not be effective if the failure is fully cured prior by the end of the fifteen-day period), provided that said failure is through no fault of A&M System.
- B. For Convenience: A&M System may terminate this Agreement at any time upon thirty (30) days prior notice to Provider.
- C. Termination of this Agreement for either of the reasons stated above shall not terminate any Member specific agreement or purchase order. Refer to Section 8.M for survivability of terms beyond termination of this Agreement.

5. PUBLIC INFORMATION

- A. PROVIDER acknowledges that A&M System 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 A&M System's written request, PROVIDER will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of A&M System.
- C. PROVIDER acknowledges that A&M System 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.
- D. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this agreement and the PROVIDER agrees that the agreement can be terminated if the PROVIDER knowingly or intentionally fails to comply with a requirement of that subchapter.

6. DISPUTE RESOLUTION

The dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by A&M System and

PROVIDER to attempt to resolve any claim for breach of contract made by PROVIDER that cannot be resolved in the ordinary course of business. PROVIDER shall submit written notice of a claim of breach of contract under this Chapter to Billy Hamilton, Deputy Chancellor and Chief Financial Officer for A&M System, who shall examine PROVIDER's claim and any counterclaim and negotiate with PROVIDER in an effort to resolve the claim.

7. INSURANCE

Insurance requirements as stated within Exhibit C, attached hereto.

8. MISCELLANEOUS

- A. **Indemnification.** PROVIDER agrees to indemnify and hold harmless A&M System from any claim, damage, liability, expense or loss to the extent arising out of PROVIDER's negligent or willful errors or omissions under this Agreement.
- B. **Independent Contractor.** PROVIDER is an independent contractor, and neither PROVIDER nor any employee of PROVIDER shall be deemed to be an agent or employee of A&M System. A&M System will have no responsibility to provide transportation, insurance or other fringe benefits normally associated with employee status. PROVIDER shall observe and abide by all applicable laws and regulations, policies and procedures, including but not limited to those of A&M System relative to conduct on its premises.
- C. **Delinquent Child Support Obligations.** A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- D. **Payment of Debt or Delinquency to the State.** Pursuant to Section 2252.903, *Texas Government Code*, PROVIDER agrees that any payments owing to PROVIDER under this Agreement may be applied directly toward certain debts or delinquencies that PROVIDER owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.
- E. **Previous Employment.** PROVIDER acknowledges and understands that Section 2252.901, *Texas Government Code*, prohibits A&M System from using state appropriated funds to enter into any employment contract, consulting contract, or professional services contract with any individual who has been previously employed, as an employee, by the agency within the past twelve (12) months. If PROVIDER is an individual, by signing this Agreement, PROVIDER certifies that Section 2252.901, *Texas Government Code*, does not prohibit the use of state appropriated funds for satisfying the payment obligations herein.
- F. **Not Eligible for Rehire.** PROVIDER is responsible to ensure that employees participating in work for any A&M System member have not been designated by the A&M System as Not Eligible for Rehire as defined in System policy 32.02, Section 4. Non-conformance to this requirement may be grounds for termination of this Agreement.
- G. **Franchise Tax Certification.** If PROVIDER is a taxable entity subject to the Texas Franchise Tax (Chapter 171, *Texas Tax Code*), then PROVIDER certifies that it is not currently delinquent in the

payment of any franchise (margin) taxes or that PROVIDER is exempt from the payment of franchise (margin) taxes.

- H. **State Auditor's Office.** PROVIDER understands that acceptance of funds under this Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Section 51.9335(c), *Texas Education Code*. PROVIDER agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. PROVIDER will include this provision in all contracts with permitted subcontractors.
- I. **Entire Agreement.** This Agreement constitutes the sole agreement of the parties and supersedes any other oral or written understanding or agreement pertaining to the subject matter of this Agreement. This Agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- J. **Severability.** If any provisions of this Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Agreement, as modified, enforceable, and the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.
- K. **Headings.** Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.
- L. **Non-Assignment.** PROVIDER shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of A&M System.
- M. **Survivability.** The Provider's duties under this Agreement, Member specific agreement and/or purchase order, which impose an obligation after expiration or termination of this Agreement, will survive unless otherwise stated within the Member specific agreement and/or purchase order.
- N. **HUB Subcontracting Plan.** If awarded a project as a result of this Agreement, the PROVIDER may be required to complete a HUB Subcontracting Plan ("HSP") in full per the instructions below within the timeframe requested by the A&M System or Member for that specific project.
- a. Complete Section 1
 - b. Complete Section 2a through d.
 - c. Complete Section 4
 - d. Complete Method A or B as applicable depending on your response to questions in Section 2c-d. If subcontracting, **the applicable HUB participation goal for this Agreement is 11% (Other Services).** Below are the instructions for each Method;

Method A: Provide Method A (Attachment A) for each opportunity identified in Section 2b of the HSP and complete all sections. Section A-2 shall include all subconsultants selected for that opportunity, both HUBs and non-HUBs.

Method B: Provide Method B (Attachment B) for each opportunity identified in Section 2b. Reminder that all supporting documentation listed in Section B-3 shall be provided as part of this attachment. The following are additional items of note as part of the good faith effort required:
 - The respondent shall provide potential HUB subcontractors reasonable time to respond to the respondent's notice. "Reasonable time to respond" in this context is no less than

seven (7) working days from receipt of notice, unless circumstances require a different time period and it is approved by A&M System in writing.

- The respondent shall use the State of Texas Centralized Master Bidders List (CMBL), HUB Directory, internet resources, and/or other directories as identified by the State of Texas or the A&M System HUB Program Office when searching for HUB subcontractors. **A complete list of all State of Texas certified HUBs may be electronically accessed at; <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>**
- The respondent shall provide the notice described in this section to **three (3) or more** HUBs for **each** subcontracting opportunity as stated in Section B3a. The A&M System encourages respondents to seek and find a "Diverse Group" of Historically Underutilized Businesses in each category in which a subcontract of services is solicited.
- The respondent shall provide notice to minority and women business trade organizations or development centers that assist in identifying HUBs by disseminating opportunities to their membership/participants. A list of possible organizations/centers can be found at the following site;
<https://comptroller.texas.gov/purchasing/vendor/hub/resources.php>
- The respondent shall negotiate in good faith with qualified HUBs, not rejecting qualified HUBs who were also the best value responsive bidder.
- Provide written justification of the selection process if a non-HUB subcontractor is selected in Section B-4c.

- O. **Force Majeure.** Neither party will be in breach of its obligations under this Agreement or incur any liability to the other party for any losses or damages of any nature whatsoever incurred or suffered by that other party if and to the extent that it is prevented from carrying out those obligations by, or such losses or damages are caused by, a Force Majeure event (as defined below), except to the extent that the relevant breach of its obligations would have occurred, or the relevant losses or damages would have arisen, even if the Force Majeure event had not occurred. "Force Majeure event" is defined as: 1) acts of God; 2) war; 3) act(s) of terrorism; 4) fires; 5) explosions; 6) natural disasters, to include without limitation, hurricanes, floods, and tornadoes; 7) failure of transportation; 8) strike(s); 9) loss or shortage of transportation facilities; 10) lockout, or commandeering of materials, products, plants or facilities by the government or other order (both federal and state); 11) interruptions by government or court orders (both federal and state); 12) present and future orders of any regulatory body having proper jurisdiction; 13) civil disturbances, to include without limitation, riots, rebellions, and insurrections; 14) epidemic(s), pandemic(s), or other national, state, or regional emergency(ies); and 15) any other cause not enumerated in this provision, but which is beyond the reasonable control of the party whose performance is affected and which by the exercise of all reasonable due diligence, such party is unable to overcome. Such excuse from performance will be effective only to the extent and duration of the Force Majeure event(s) causing the failure or delay in performance and provided that the affected party has not caused such Force Majeure event(s) to occur and continues to use diligent, good faith efforts to avoid the effects of such Force Majeure event(s) and to perform its obligation(s). Written notice of a party's failure or delay in performance due to Force Majeure must be given within a reasonable time after its occurrence and must describe the Force Majeure event(s) and the actions taken to minimize the impact of such Force Majeure event(s). For the avoidance of doubt, the COVID-19 pandemic and any governmental changes or closures related thereto shall be deemed Force Majeure events, even to the extent reasonably foreseeable by either party as of the effective date of this Agreement.

- P. **Loss of Funding.** Performance by A&M System under this Agreement may be dependent upon the appropriation and allotment of funds by the Texas State Legislature (the "Legislature"). If the Legislature fails to appropriate or allot the necessary funds, A&M System will issue written notice to PROVIDER and A&M System may terminate this Agreement without further duty or obligation hereunder. PROVIDER acknowledges that appropriation of funds is beyond the control of A&M System.
- Q. **Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.
- R. **Venue.** Pursuant to Section 85.18, *Texas Education Code*, venue for any suit filed against A&M System shall be in the county in which the primary office of the chief executive officer of A&M System is located, which is Brazos County, Texas.
- S. **Non-Waiver.** PROVIDER expressly acknowledges that A&M System is an agency of the State of Texas and nothing in this Agreement will be construed as a waiver or relinquishment by A&M System of its right to claim such exemptions, privileges, and immunities as may be provided by law.
- T. **Conflict of Interest.** By executing this Agreement, PROVIDER and each person signing on behalf of PROVIDER 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.
- U. **Prohibition on Contracts with Companies Boycotting Israel.** To the extent that Texas Government Code, Chapter 2271 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.
- V. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, PROVIDER certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. PROVIDER acknowledges this Purchase Order may be terminated if this certification is or becomes inaccurate.
- W. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the vendor certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- X. **Records Retention.** PROVIDER will preserve all contracting information, as defined under Texas Government Code, Section 552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.
- Y. **Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address set out below. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, email or other commercially reasonable means and will be effective when actually received. A&M System and PROVIDER can change their

respective notice address by sending to the other party a notice of the new address. Notices should be addressed as follows:

A&M System: The Texas A&M University System
301 Tarrow St., Suite 273
College Station, Texas 77840
Attention: Jeff Zimmermann
Phone: (979) 458-6410
E-mail: jzimmermann@tamus.edu

PROVIDER: Coffman Engineers
8951 Cypress Waters Blvd, Suite 160
Dallas, TX 75019
Attention: Dave Gramlich
Phone: (214) 692-2100
Email: dave.gramlich@coffman.com

IN WITNESS WHEREOF, intending to be bound, the Parties have entered into this Agreement as of the Effective Date.

The Texas A&M University System

By Jeff Zimmermann
E2BE2924E09047F...
Jeff Zimmermann
Director, Procurement & Business Services

10/21/2021 | 13:38:07 CDT

Date

Coffman Engineers

By Michael A. Crowley
19793AF29207480...
Michael A. Crowley
Principal Advisor

10/21/2021 | 11:30:32 PDT

Date

EXHIBIT A – SCOPE

The required services shall consist of working under the direct supervision of the A&M System Member's staff to provide design, and/or construction support on an "as needed" basis.

PROVIDER will be responsible for providing all necessary equipment including but not limited to computer, software, digital camera and cell phone as part of their overhead and without separate reimbursement.

Activities for which fire and life safety services MAY be requested include any or all of the following:

- a) Be familiar with and be able to apply State, federal and local regulations and standards pertaining to fire and life safety services, including the latest editions of the International Building Code, International Fire Code and NFPA codes and standards to facilities.
- b) Apply fire prevention principles, practices and techniques to facilities.
- c) Review and interpretation of complex plans, specifications, shop drawings and extinguishing equipment with calculations. Final acceptance of reviews and interpretations will rest with the A&M System Fire Protection Manager or appropriate campus "Local Authority Having Jurisdiction (Local AHJ)".
- d) Apply principles of NFPA 72 fire detection and alarm systems; and emergency communication signaling systems layout and the interface with building automation systems and other building systems.
- e) Apply principles of NFPA automatic sprinkler, standpipe, and fire suppression systems layout, functionality and interface with the fire detection and alarm systems and other building systems as required.
- f) Apply principles of NFPA requirements for egress including but not limited to: exit width, head room, handrails, stairs, ramps, door operation, emergency lighting and exit signage.
- g) Be familiar with the use, storage and control of hazardous or flammable materials.
- h) Project Design Phase—Review design drawings and specifications on behalf of the A&M System Fire Protection Manager or appropriate Authority Having Jurisdiction (AHJ) for the campus. Review documents prepared by the A/E hired by the A&M System or by the developer; make comments in accordance with the most recent standards; review any construction schedules for fire systems; acceptance of the design will rest with the A&M System Fire Protection Manager or appropriate campus "Local AHJ".
- i) Document Management - Coordinate submittals with the local fire department and the designated AHJ (the A&M System Fire Protection Manager and/or campus Local AHJ) on key issues that may affect any design requirements.
- j) Project Construction Phase—Review and make comments on shop drawings in conformance with the design drawings and specifications in conformance with the most recent standards and applicable the A&M System Facilities Design Guidelines; comments are to be provided to the A&M System Fire Protection Manager or the designated Local AHJ; perform or witness fire integrate system testing; provide a substantial completion inspection and review any deficiency/corrections; perform at least one inspection site visit to ensure the floor plans are correct; verify the room used in the construction shop drawing phase coordinates with the actual on site furniture plans so that room classifications are not changed. Final acceptance of the review of shop drawings, their comments, perform or witness fire alarm testing, and punch list items will rest with the A&M System Fire Protection Manager or appropriate campus Local AHJ.
- k) Apply principles of NFPA 4 regarding integrated fire protection and life safety system testing plan development and implementation.
- l) Renovation Projects—Same scope as in the design and construction phases above but with the addition of a review of system restoration phasing to ensure a clear scope of work is approved by the designated AHJ (the A&M System Fire Protection Manager and/or campus "Local AHJ") and is provided to remediation

contractors; verify feasibility and risk throughout the design phase. Acceptance of the review and comments will rest with the A&M System Fire Protection Manager or appropriate campus Local AHJ.

- m) Project Management Software--Project Management Information Systems and the PROVIDER may be expected to fully utilize these programs. There is no fee for licenses and training in College Station will be provided at no additional cost.
- n) Reports—Investigate and prepare reports as requested that assess life safety and fire protection risk posed by existing non-conforming conditions in both fire detection and life safety systems; advise if a system can be repaired to meet applicable standards and regulations or if obsolete advise if a system can be abandoned in place and under what regulatory authority/approval. The acceptance of these reports will rest with the A&M System Fire Protection Manager or appropriate campus Local AHJ.

Note:

- 1. Planning of fire sprinkler systems and fire suppression systems that do not include engineering as defined by The Texas Board of Professional Engineers Policy Advisory Opinion 04-04-FS dated April 22, 2004 can have a Responsible Managing Employee (RME General) with a NICET Level III or higher certification issued by the Texas State Fire Marshal's Office. The RME-G can plan, sign design plans, install, sign certifications, perform and sign inspections, tests and maintenance tags for fire systems.
- 2. Planning of fire alarm work that does not include engineering as defined by The Texas Board of Professional Engineers Policy Advisory Opinion 04-04-FA dated April 22, 2004 can be performed by a technician who holds a license as an Alarm Planning Superintendent (APS) with a NICET Level III or higher certification issued by the Texas State Fire Marshal's Office.

Fire and life Safety services and testing will be assigned when required for a project or projects from the pool of PROVIDERS. Inclusion in the pool is not a guarantee of work or project assignments. Below are some of the factors considered by FP&C regarding assignment of a project or projects.

- Location of PROVIDER in relation to the project
- Budget considerations
- HUB good faith effort
- Work distribution within the pool as practical
- Other factors as determined by FP&C for a specific project assignment

EXHIBIT B – RATES

Fire & Life Safety Services Rates for FY 2022 thru FY 2024

| Personnel Description | | Units | Rates |
|-----------------------|---|-------|------------|
| 1 | Principal | hr. | \$ 239 |
| 2 | Senior Project Manager/Senior Project Administrator | hr. | \$ 195 |
| 3 | Senior Fire Protection Engineer | hr. | \$ 190 |
| 4 | Fire Protection Engineer | hr. | \$ 168 |
| 5 | Fire Protection Senior Consultant | hr. | \$ 148 |
| 6 | Fire Protection Associate Consultant | hr. | \$ 130 |
| 7 | Senior Fire Designer | hr. | \$ 123 |
| 8 | Fire System Designer | hr. | \$ 115 |
| 9 | Code Analyst | hr. | \$ 131 |
| 10 | Fire Protection Technician | hr. | \$ 112 |
| 11 | CAD Operator | hr. | \$ 80 |
| 12 | Word Processor | hr. | \$ 57 |
| | | | |
| Travel Description | | Units | Rates |
| 13 | Round Trip Charge | ea. | \$ 120.00 |
| 14 | Mileage | mi. | State Rate |
| 15 | Meals | da. | State Rate |
| 16 | Hotel | da. | State Rate |

EXHIBIT C – INSURANCE

PROVIDER shall obtain and maintain, for the duration of this Agreement or longer, the minimum insurance coverage set forth below. With the exception of Professional Liability (E&O), all coverage shall be written on an occurrence basis. All coverage shall be underwritten by companies authorized to do business in the State of Texas or eligible surplus lines insurers operating in accordance with the Texas Insurance Code and have a financial strength rating of A- or better and a financial strength rating of VII or better as measured by A.M. Best Company or otherwise acceptable to A&M System. By requiring such minimum insurance, the Owner shall not be deemed or construed to have assessed the risk that may be applicable to PROVIDER under this Agreement. PROVIDER shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. PROVIDER is not relieved of any liability or other obligations assumed pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation.

Insurance:

| <u>Coverage</u> | <u>Limit</u> |
|--|----------------------------------|
| A. <u>Worker's Compensation</u> | |
| Statutory Benefits (Coverage A) | Statutory |
| Employers Liability (Coverage B) | \$1,000,000 Each Accident |
| | \$1,000,000 Disease/Employee |
| | \$1,000,000 Disease/Policy Limit |

Workers' Compensation policy must include under Item 3.A. on the information page of the workers' compensation policy the state in which work is to be performed for A&M System. Workers' compensation insurance is required, and no "alternative" forms of insurance will be permitted

B. Automobile Liability

Business Auto Liability Insurance covering all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 Single Limit of liability per accident for Bodily Injury and Property Damage;

If a separate Business Auto Liability policy is not available, coverage for hired and non-owned auto liability may be endorsed on the Commercial General Liability policy.

C. Commercial General Liability

| | |
|---------------------------------|-------------|
| Each Occurrence Limit | \$1,000,000 |
| General Aggregate Limit | \$2,000,000 |
| Products / Completed Operations | \$1,000,000 |
| Personal / Advertising Injury | \$1,000,000 |
| Damage to rented Premises | \$300,000 |
| Medical Payments | \$5,000 |

The required commercial general liability policy will be issued on a form that insures PROVIDER's or its subcontractors' liability for bodily injury (including death), property damage, personal and advertising injury assumed under the terms of this Agreement

D. Additional Endorsements

The Auto and Commercial General Liability Policies shall name the Texas A&M University System Board of Regents for and on behalf of The Texas A&M University System as additional insured's.

- E. **Professional Liability (Errors & Omissions)** Insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all professional services rendered by or on behalf of PROVIDER and its subcontractors under this Agreement. Renewal policies written on a claims-made basis will maintain the same retroactive date as in effect at the inception of this Agreement. If coverage is written on a claims-made basis, PROVIDER agrees to purchase an Extended Reporting Period Endorsement, effective for two (2) full years after the expiration or cancellation of the policy. No professional liability policy written on an occurrence form will include a sunset or similar clause that limits coverage unless such clause provides coverage for at least three (3) years after the expiration of cancellation of this Agreement.

- F. PROVIDER will deliver to A&M System:

Evidence of insurance on a Texas Department of Insurance approved certificate form verifying the existence and actual limits of all insurance after the execution and delivery of this Agreement and prior to the performance of any services by PROVIDER under this Agreement. Additional evidence of insurance will be provided on a Texas Department of Insurance approved certificate form verifying the continued existence of all required insurance no later than thirty (30) days after each annual insurance policy renewal.

All insurance policies, with the exception of worker's compensation, employer's liability and professional liability will be endorsed and name The Board of Regents for and on behalf of The Texas A&M University System and The Texas A&M University System as Additional Insureds up to the actual liability limits of the policies maintained by PROVIDER. Commercial General Liability and Business Auto Liability will be endorsed to provide primary and non-contributory coverage. The Commercial General Liability Additional Insured endorsement will include on-going and completed operations and will be submitted with the Certificates of Insurance.

All insurance policies will be endorsed to provide a waiver of subrogation in favor of The Board of Regents of The Texas A&M University System and The Texas A&M University System. No policy will be canceled without unconditional written notice to A&M System at least ten days before the effective date of the cancellation. **All insurance policies** will be endorsed to require the insurance carrier providing coverage to send notice to A&M System ten (10) days prior to the effective date of cancellation, material change, or non-renewal relating to any insurance policy required in this Exhibit B.

Any deductible or self-insured retention must be declared to and approved by A&M System prior to the performance of any services by PROVIDER under this Agreement. PROVIDER is responsible to pay any deductible or self-insured retention for any loss. All deductibles and self-insured retentions will be shown on the Certificates of Insurance.

Certificates of Insurance and Additional Insured Endorsements as required by this Agreement will be emailed to the following A&M System contact in SOProurement@tamus.edu.

The insurance coverage required by this Agreement will be kept in force until all services have been fully performed and accepted by A&M System in writing, except as may be noted.

**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
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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.