

**TEXAS A&M FOREST SERVICE  
PURCHASING DEPARTMENT**

Order Date  
03/03/2023

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

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

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

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

TES

Terms:

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

THIS ORDER IS NOT VALID UNLESS SIGNED BY THE PURCHASING AGENT

PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE**

VENDOR

# PURCHASE ORDER

## TEXAS A&M FOREST SERVICE

### PURCHASING DEPARTMENT

 Order Date  
03/03/2023

Page 02

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

Purchase Order No.	(Include this number on all correspondence and packages)
P300281	

 VENDOR GUARANTEES  
MERCHANDISE DELIVERED ON  
THIS ORDER WILL MEET OR  
EXCEED SPECIFICATIONS IN  
THE BID INVITATION.
**INVOICE TO:**
 TEXAS A&M FOREST SERVICE  
FRP--ASSOCIATE DIRECTOR  
200 TECHNOLOGY WAY, SUITE 1162  
COLLEGE STATION TX 77845-3424

<b>VENDOR</b>	
19010111662 TECHNOSYLVA INC 2261 CAMINITO PRECIOSA NORTE LA JOLLA, CA 92037-7231	

 ALL TERMS AND  
CONDITIONS SET  
FORTH IN OUR BID  
INVITATION BECOME  
A PART OF THIS  
ORDER.
**SHIP TO:**
 TEXAS A&M FOREST SERVICE  
FRP--ASSOCIATE DIRECTOR  
200 TECHNOLOGY WAY, SUITE 1162  
COLLEGE STATION TX 77845-3424

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

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

Item	Description	Quantity	UOM	Unit Price	Ext Price
TES	AGENCY TERMS & CONDITIONS ATTACHED.  VENDOR QUOTE: 02132023 VENDOR REF: MICHAEL SWEAT 919-791-6385				

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

FOB: NOT SPECIFIED

Terms:

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

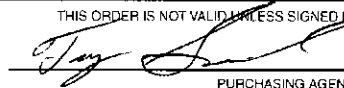
IN ACCORDANCE WITH YOUR BID, SUPPLIES/EQUIPMENT MUST BE PLACED IN THE DEPARTMENT RECEIVING ROOM BY

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

STATE AND CITY SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Texas Tax Code, Section 51.309 (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**

# Texas A&M Forest Service

## fiResponse™ Implementation SOW and Cost Estimate

This document provides necessary information for the development of a contract scope of work to support the acquisition of implementation services, software maintenance fees, support services, and hosting for the existing Texas A&M Forest Service’s (TAMFS) deployment of fiResponse™.

### Table of Contents

**1. Deliverables.....2**

**Introduction .....2**

**Description of Deliverables .....2**

        1. fiResponse Web Software License Fee .....2

        2. fiResponse REMAPP Module Software License Fee .....2

        3. fiResponse Final Fire Report Module Software License Fee .....3

        4. fiResponse Desktop Software License Fee .....3

        5. fiResponse Mobile Software License Fee .....3

        6. fiResponse Annual Support .....3

        7. fiResponse Hosting Services .....3

**2. Cost Estimate .....4**

**3. Sole Source Justification .....6**

## 1. Deliverables

### Introduction

The following deliverables include:

1. Annual fiResponse Module License Fees (Table 1- Table 3)
  - a. fiResponse Web (Core)
    - i. SAVE
    - ii. Admin Manager
    - iii. User Access Manager
    - iv. Historical Viewer
    - v. Public Viewer
    - vi. Dashboards & Reports
    - vii. REMAPP Inventory
    - viii. IRWIN Integration
  - b. REMAPP Scheduling and Rostering
  - c. Final Fire Report Module
2. Annual fiResponse Desktop Software License Fee
3. Annual fiResponse Mobile Software License Fee
4. Annual Hosting Fee
  - a. fiResponse hosting in Microsoft Azure Cloud
5. Annual Support Fee

### Description of Deliverables

#### 1. *fiResponse Web Software License Fee*

Software license fee for fiResponse Web, including maintenance updates for web applications and associated database updates. Includes web and database server maintenance associated with application deployment as well as web application programming interface (API) maintenance. Modules and apps included: SAVE, REMAPP (inventory management only), UAM, Admin Manager, Historical Viewer, Public Viewer, and Dashboards and Reports, IRWIN Integration.

##### ***a. fiResponse IRWIN Incident Integration***

Only IRWIN incident data integration is included at this time.

IRWIN resource data integration is pending the completion of the resources business requirements by the IRWIN Team and community and the finalization of specifications for IRWIN integrated systems (i.e., fiResponse). This may be considered for future enhancements but is not appropriate at this time.

#### 2. *fiResponse REMAPP Module Software License Fee*

Software license fee for fiResponse REMAPP Module Scheduling and Rostering, including maintenance updates for web applications and associated database updates. Includes web, database server

maintenance, and services as well as web application programming interface (API) maintenance for the REMAPP.

### ***3. fiResponse Final Fire Report Module Software License Fee***

Software license fee for fiResponse Final Fire Report Module, including maintenance updates for web applications and associated database updates. Includes web, database server maintenance, and services as well as web application programming interface (API) maintenance for the Final Fire Report.

### ***4. fiResponse Desktop Software License Fee***

Software license fee for fiResponse Desktop, including maintenance updates for desktop application and associated database updates.

### ***5. fiResponse Mobile Software License Fee***

Software license fee for fiResponse Mobile, including maintenance updates for mobile application and associated database updates. Includes mobile API maintenance and updates for Google (Android) and Apple (iOS) mobile app requirements.

### ***6. fiResponse Annual Support***

**Support Help Desk (Tier 2)** is offered to support TAMFS with agency help desk Tier 1 support. TAMFS has elected to provide Tier 1 support directly from within the agency to users. In this approach, Technosylva provides a secondary level of support (Tier 2) that provides issue resolution to the agency help desk. This typically addresses questions that the agency cannot answer (more advanced fiResponse questions), corrupt user accounts, data anomalies, dashboard and/or report assistance, software defects, etc. This item is an annual flat fee commensurate with the software modules deployed. Tier 2 support includes Technosylva's assistance with maintaining Dashboards and Reports.

### ***7. fiResponse Hosting Services***

Hosting services include web and database server maintenance associated with operating system updates, security updates, and virtual hosting costs in Microsoft Azure.

## 2. Cost Estimate

The following tables present a summary of costs (budget) broken down by task, delivery date, and relevant software subscription period. Tables 1-3 provide itemized costs per year for the next three years.

Fees are due at the beginning of the subscription period.

Table 1. 2023 Annual Fees						
Task ID	Task	User Count	Delivery Date	Subscription Period	Cost	Reduced Cost
2023-1	fiResponse Web Annual License Fee	400	1/1/2023	1/1/2023-12/31/2023	\$65,000.00	\$32,500.00
2023-2	fiResponse REMAPP Annual License Fee	400	1/1/2023	1/1/2023-12/31/2023	\$16,000.00	\$8,000.00
2023-3	fiResponse Desktop Annual License Fee	25	1/1/2023	1/1/2023-12/31/2023	\$12,500.00	\$6,250.00
2023-4	fiResponse Mobile Annual License Fee	320	1/1/2023	1/1/2023-12/31/2023	\$25,600.00	\$12,800.00
Subtotal					\$119,100.00	\$59,550.00
50% Discount*					(\$59,550.00)	
2023-5	Annual Support (Tier 2)	-	1/1/2023	1/1/2023-12/31/2023	\$17,500.00	
2023-6	Hosting Services Annual Fee	-	1/1/2023	1/1/2023-12/31/2023	\$48,900.00	
2023 Total					\$125,950.00	

\*Discount does not apply to Hosting Services Annual Fee or Annual Support

\*\* Final Fire Report license fee for 2023 was included in PO P200485

Table 1. 2024 Annual Fees						
Task ID	Task	User Count	Delivery Date	Subscription Period	Cost	Reduced Cost
2024-1	fiResponse Web Annual License Fee	400	1/1/2024	1/1/2024-12/31/2024	\$65,000.00	\$16,250.00
2024-2	fiResponse REMAPP Annual License Fee	400	1/1/2024	1/1/2024-12/31/2024	\$16,000.00	\$4,000.00
2024-3	fiResponse Final Fire Report Annual License Fee	400	1/1/2024	1/1/2024-12/31/2024	\$10,000.00	\$2,500.00
2024-4	fiResponse Desktop Annual License Fee	25	1/1/2024	1/1/2024-12/31/2024	\$12,500.00	\$3,125.00
2024-5	fiResponse Mobile Annual License Fee	320	1/1/2024	1/1/2024-12/31/2024	\$25,600.00	\$6,400.00
Subtotal					\$129,100.00	\$32,275.00
25% Discount*					(\$32,275.00)	
2024-6	Annual Support (Tier 2)	-	1/1/2024	1/1/2024-12/31/2024	\$17,500.00	
2024-7	Hosting Services Annual Fee	-	1/1/2024	1/1/2024-12/31/2024	\$48,900.00	
TOTAL					\$163,225.00	

\*Discount does not apply to Hosting Services Annual Fee or Annual Support

Table 1. 2025 Annual Fees					
Task ID	Task	User Count	Delivery Date	Subscription Period	Cost
2025-1	fiResponse Web Annual License Fee	400	1/1/2025	1/1/2025-12/31/2025	\$65,000.00
2025-2	fiResponse REMAPP Annual License Fee	400	1/1/2025	1/1/2025-12/31/2025	\$16,000.00
2025-3	fiResponse Final Fire Report Annual License Fee	400	1/1/2025	1/1/2025-12/31/2025	\$10,000.00
2025-4	fiResponse Desktop Annual License Fee	25	1/1/2025	1/1/2025-12/31/2025	\$12,500.00
2025-5	fiResponse Mobile Annual License Fee	320	1/1/2025	1/1/2025-12/31/2025	\$25,600.00
2025-6	Annual Support (Tier 2)	-	1/1/2025	1/1/2025-12/31/2025	\$17,500.00
2025-7	Hosting Services Annual Fee	-	1/1/2025	1/1/2025-12/31/2025	\$48,900.00
TOTAL					\$195,500.00

### 3. Sole Source Justification

The following information is provided that may support a sole source justification for direct contracting with Technosylva for the fiResponse implementation purchase. This information identifies unique products and services that only Technosylva can provide to meet the SOW specifications.

1. In a review undertaken by the agency no other Commercial-Off-The-Shelf (COTS) software satisfies the mandatory functional requirements provided by Technosylva's fiResponse software.
2. fiResponse is exclusively available from Technosylva Inc.
3. fiResponse has been adopted by several other SGSF states and the agency will be able to take advantage of the implementation process defined with these states, lowering implementation costs and effort.
4. fiResponse will allow the agency to share wildland fire incident and resource status information with other SGSF state partners to support operations and planning.
5. fiResponse is the only COTS software that provides wildland fire dispatching capabilities totally integrated with the federal IRWIN software. fiResponse is one of only three CAD systems approved by IRWIN (the other two are Alaska and the WildCAD federal system). This is a mandatory requirement for the agency to share incident information with federal agencies. IRWIN is the federal standard software that facilitates this sharing.



# 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.