

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

Order Date  
08/28/2025

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)	VENDOR GUARANTEES MERCANDISE DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.	<b>INVOICE TO:</b>  TEXAS A&M FOREST SERVICE FIAD--PURCHASING 200 TECHNOLOGY WAY, SUITE 1151 COLLEGE STATION TX 77845-3424
P600096		<b>SHIP TO:</b>  TEXAS A&M FOREST SERVICE NACOGDOCHES OFFICE 4126 OLD TYLER ROAD NACOGDOCHES TX 75964	
<b>VENDOR</b>  17428161950 THE ARKITEK STUDIO INC 308 N BRYAN AVE BRYAN, TX 77803-3248		ALL TERMS AND CONDITIONS SET FORTH IN OUR BID INVITATION BECOME A PART OF THIS ORDER.	

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	Schematic Design	1	LOT	45,820.000	45,820.00
2	Design Development	1	LOT	23,800.000	23,800.00
3	Construction Documents	1	LOT	64,900.000	64,900.00
4	Bidding/ Negotiation/ Permit	1	EA	7,830.000	7,830.00
5	Construction Observation	1	LOT	33,150.000	33,150.00
				TOTAL	175,500.00
	***** NET 30 *****				
	<b>NOTE TO VENDOR:</b> "SHIP TO" AND "INVOICE TO" ADDRESSES MAY DIFFER. FAILURE TO SUBMIT INVOICE TO PROPER ADDRESS MAY RESULT IN DELAYED PAYMENT.				
	SERVICES SHALL BE PERFORMED IN ACCORDANCE W/ THE ATTACHED PROPOSAL, 3 PAGES, REVISED 8/19/25, RFQ-24-001, AND THE SERVICES AGREEMENT ENTERED INTO BY AND BETWEEN THE TEXAS A&M FOREST SERVICE AND ARKITEK STUDIO, EXECUTED 10/9/24.				
	<b>POINTS OF CONTACT:</b> TEXAS A&M AGRILIFE (PRIMARY) TRENT BURFORD 578 JOHN KIMBROUGH BLVD., RM. 553 COLLEGE STATION, TX 77843 (979) 314-5865 TRENT.BURFORD@AG.TAMU.EDU				
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

PURCHASING AGENT FOR

**TEXAS A&M FOREST SERVICE**

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

Order Date  
 08/28/2025

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)
P600096	

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

VENDOR	
17428161950 <b>THE ARKITEK STUDIO INC</b> 308 N BRYAN AVE BRYAN, TX 77803-3248	
- - -	

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

INVOICE TO:	
TEXAS A&M FOREST SERVICE <b>FIAD--PURCHASING</b> 200 TECHNOLOGY WAY, SUITE 1151 COLLEGE STATION TX 77845-3424	
SHIP TO:	
TEXAS A&M FOREST SERVICE <b>NACOGDOCHES OFFICE</b> 4126 OLD TYLER ROAD NACOGDOCHES TX 75964	

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
CEC	<p>TEXAS A&amp;M FOREST SERVICE (SECONDARY)    TERRY SMITH    200 TECHNOLOGY WAY, STE. 1151    COLLEGE STATION, TX 77845    979-845-7381    TSMITH@TFS.TAMU.EDU</p> <p>ARKITEK STUDIO    MICHAEL S. RECORD, AIA    308 N. BRYAN AVENUE    BRYAN, TX 77803    979-821-2635    MSR@ARKITEK.COM</p> <p>VENDOR QUOTE: RFQ-24-001    VENDOR REF: MICHAEL RECORD #979-821-2635</p>				

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

  
 PURCHASING AGENT FOR  
**TEXAS A&M FOREST SERVICE**

# PROPOSAL

PROJECT: New office building for Texas Forest Service - Nacogdoches



July 24, 2025. REVISED August 19, 2025

The Arkitex Studio, Inc. is pleased to offer this proposal for Architectural and Engineering services for the referenced project. Based on our conversations and the Owner provided POR, we offer the following information for your review:

## Owner

Texas A&M Forest Service  
200 Technology Way, Suite 1151  
College Station, Texas 77845

## Architect

The Arkitex Studio, Inc.  
308 North Bryan Avenue  
Bryan, Texas 77803

## Project Description

The Texas A&M Forest Service is in need of a new 3,500 sf office building at a proposed 10 acre site in Nacogdoches Texas. The scope of the project is described in the Owner provided Program of Requirements. The new building will house approximately 10 offices for 12 employees, conference room, break room, restrooms, work room, janitorial closet, storage room, and Radio/IT/Electrical room. The project will include site development with parking for staff and visitors. A landscape plan will be required by the City of Nacogdoches. The building will be a pre-engineered metal building frame with wood stud infill on a stiffened concrete slab on grade with decorative concrete block wainscot and cement board siding above. The project will have an on-site septic system or city sewer service. The project budget is approximately \$1,500,000. Construction is to start early 2026 and to be completed mid to late 2026.

## Scope of Services

The Architect shall provide Architectural, Civil, Structural, and Mechanical/Electrical/Plumbing Engineering Services. This includes Schematic Design, Design Development, Construction Documents, Bidding/Negotiation/Permit and Construction Administration Services. Specifications will be provided to accompany the construction drawings, for use in defining the nature of materials and quality. Interim progress sets will be provided for Owner review and approval at the end of each phase. After each phase review, written approval of the work will be required prior to proceeding to the next phase.

The design work requires knowledge of the conditions of the selected site. This information will be included in a geotechnical investigation/report. The report includes 2 borings to a depth of 50 feet due to the site being previously utilized as a soil or gravel pit. The fees for these services are included in the overall fee and will be identified on the invoices. These services will be provided by Gessner Engineering.

Furniture/Fixtures/Equipment selection and Audio/Visual, Telecom, Security design services are not included. We will seek proposals for this work if requested.

## Terms and Conditions

### Contract

Architectural/Engineering Services will be provided in accordance with the Services Agreement between Texas A&M Forest Service and The Arkitex Studio, Inc dated October 9, 2024.

### Standard of Care

The standard of care for architectural services provided under this agreement will be performed with the degree of skill and care ordinarily exercised by other members of the profession under similar circumstances, at the same

time and in the same or a similar locale.

#### **Limitation of Liability**

In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Architect and Architect's officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed the Architect's total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

#### **Fee Proposal**

We propose to provide architectural services for a fixed fee of \$175,500. The fee includes mechanical, electrical, plumbing engineering services by Cleary Zimmerman/Moose and structural/civil engineering services by Gessner Engineering. The fee is divided into the following amounts by phases:

Schematic Design	\$45,820 (includes geotechnical report)
Design Development	\$23,800
Construction Documents	\$64,900 (includes Texas Accessibility Review and prints)
Bidding/Negotiation/Permit	\$7,830
Construction Observation	\$33,150 (includes Texas accessibility inspection)

Reimbursable expenses are included in this amount. Reimbursable expenses may include prints, copies, mileage/travel, and Texas Accessibility Standards drawing review and building inspection. Structural engineering includes an anticipated stiffened slab on grade for the foundation. Should an elevated structural slab be required, the structural fee will be adjusted to add \$5,500. The fee includes \$5,000 for the design of an on-site septic system. Should the City have sanitary sewer lines serving this site, this amount will not be invoiced. A total of 4 site visits for architectural, 1 for structural, 2 for civil and 2 for MEP are included in the fee. Additional site visits will be invoiced at hourly rates plus reimbursable expenses, \$1,500 each minimum.

Additional Services, for work beyond the original scope, shall be based on the hourly rates as set forth in the attached rate sheets for each discipline. Additional Services will not be performed without written approval between the Owner and Architect.

Invoices will be sent monthly, proportionate to the work accomplished, and are payable within 30 days of the date of invoice. TFS's payment shall be made in accordance with Chapter 2251, Texas Government Code (the "Texas Prompt Payment Act"), which shall govern remittance of payment and remedies for late payment and non-payment.

We are excited about the project and are prepared to begin the work immediately, upon your written acceptance of the terms of this Proposal.

Signed,



Michael S. Record, AIA  
Principal

The Texas Board of Architectural Examiners has jurisdiction over individuals licensed under the Architect's Registration Law, Texas Civil Statutes, Article 249A. The Texas Board of Architectural Examiners may be contacted using the following information: P.O. Box 12337, Austin, TX 78711-7337, or 333 Guadalupe, Suite 2-350, Austin TX 78701-3942, phone 512-305-9000 or on the web at [www.tbae.state.tx.us](http://www.tbae.state.tx.us).

## HOURLY RATES

PROJECT: Texas Forest Service Nacogdoches

Date: July 2025



**The Arkitex Studio, Inc.** hourly rates are as follows:

Principal	\$250.00
Architect	\$200.00
Project Manager	\$165.00
Project Staff	\$110.00
Project Intern	\$ 90.00
Administrative Staff	\$ 90.00

**Clear Zimmerman Engineering/Moose** hourly rates are as follows:

Principal	\$290.00
Electrical Engineer	\$225.00
Mechanical Engineer	\$220.00
Mechanical Designer	\$175.00
Electrical Designer	\$185.00
Plumbing Designer	\$170.00
Construction Inspector	\$170.00
Modeling Technician	\$140.00
Clerical	\$120.00
Accounting	\$175.00

**Gessner** hourly rates are as follows:

Partner/Principal	\$300.00
Senior Engineer	\$250.00
Professional Engineer	\$200.00
Graduate Engineer II	\$150.00
Graduate Engineer I	\$125.00
Designer	\$125.00
Draftsman	\$125.00
Clerical	\$ 90.00
Drilling Manager	\$125.00
Registered Professional Land Surveyor	\$200.00
Surveyor in Training	\$125.00
Senior Survey Technician	\$150.00
Survey Field Crew per person	\$110.00/person
Survey Technician	\$120.00
Senior CMT Project Manager	\$155.00
CMT Project Manager	\$150.00
Construction Inspector	\$125.00
Senior Technician	\$ 95.00
Senior Technician (Weekend/Holiday)	\$145.00
Technician	\$ 80.00
Technician (Weekend/Holiday)	\$120.00

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

**1. BIDDING REQUIREMENTS**

1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.

1.2 Bidders must price per unit shown. Unit prices shall govern in the event of extension errors.

1.3 Bids should be submitted on this form. Any alterations to the original format and content of this form will result in the disqualification of bid.

1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.

1.5 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.

1.6 Bid prices are requested to be firm for TFS acceptance for 60 days from opening date. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.

1.7 Bids should give Payee ID Number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas.

1.8 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be 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.

1.9 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.

1.10 TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.

1.11 The telephone number for FAX submission of bid is (979) 458-7387. This is the only number that will be used for the receipt of bids. TFS shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

**2. SPECIFICATIONS**

2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered, unless advertised as a Proprietary Purchase in accordance with TAMU Procurement Code Section 1 (b) and TFS Purchasing Procedures, Section 4.13. If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered is requested to be made part of the bid. Failure to take exception to specifications/reference data will require bidder to furnish specified brand names, numbers, etc. Unless otherwise specified, items shall be new and unused and of current production.

2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

2.4 Samples, when requested, must be furnished free of expense to TFS. If not destroyed in examination, they will be returned to the bidder, upon request, at bidder's expense. Each sample should be marked with bidder's name and address, and Purchase Order number. Do not enclose in or attach bid to sample.

2.5 TFS will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid (IFB).

2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.

**3. TIE BIDS**

Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).

**4. DELIVERY**

4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.

4.2 If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

4.3 No substitutions permitted without TFS written approval.

4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.

4.5 Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number.

**5. INSPECTION AND TESTS**

All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions

and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS' option, will be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

**6. AWARD OF CONTRACT AND FORCE MAJEURE**

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

**8. PATENTS OR COPYRIGHTS**

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

**9. VENDOR ASSIGNMENTS**

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

**10. BIDDER AFFIRMATION**

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

10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation.

10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.

10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.

10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.

10.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with Bidder: \_\_\_\_\_

Date of Employment with Bidder: \_\_\_\_\_

10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.

10.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those

funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

**11. BUSINESS OWNERSHIP**

Pursuant to Section 231.006 (c), Family Code, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity submitting the quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award.

**12. NOTE TO BIDDER**

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

**13. ALTERNATIVE DISPUTE RESOLUTION**

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

(a) A contractor's claim for breach of this contract that the parties cannot resolve in the ordinary course of business shall be submitted to the negotiation process provided in Chapter 2260, subchapter B, of the Texas Government Code. To initiate the process, the contractor shall submit written notice, as required by subchapter B, to Travis Zamzow, Associate Director for Finance and Administration. Said notice shall specifically state the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice shall be given to all other representatives of Texas A&M Forest Service and the contractor otherwise entitled to notice under the parties' contract. Compliance by the contractor with subchapter B is a condition precedent to the filing of a contested case proceeding under Chapter 2260, subchapter C, Texas Gov't Code.

(b) The contested case process provided in Chapter 2260, subchapter C, of the Texas Government Code is the contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Texas A&M Forest Service, if the parties are unable to resolve their disputes under this subparagraph (A).

(c) Compliance with the contested case process provided in subchapter C is a condition precedent to seeking consent to sue from the Legislature under Chapter 107 of the Civil Practices and Remedies Code. Neither the execution of this contract by Texas A&M Forest Service nor any other conduct of any representative of Texas A&M Forest Service relating to the contract shall be considered a waiver of sovereign immunity to suit.

(1) The submission, processing, and resolution of the contractor's claim is governed by the published rules adopted by the Office of the Attorney General of the State of Texas pursuant to Chapter 2260, as currently effective, hereafter enacted or subsequently amended. These rules are found under Title 1, Part 3, Chapter 68 of the TAC.

(2) Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the contractor, in whole or in part.

(3) The designated individual responsible on behalf of Texas A&M Forest Service for examining any claim or counterclaim and conducting any negotiations related thereto as required under Title 10, Subchapter B, Section 2260.052 of the Texas Government Code shall be Travis Zamzow, Associate Director for Finance and Administration (979) 458-7300.

**14. PUBLIC DISCLOSURE**

(a) Bidder acknowledges that Texas A&M Forest Service is obligated to strictly comply with the Public Information Act, Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.

(b) Upon Texas A&M Forest Service's written request, bidder will provide specified public information exchanged or created under this Agreement that is not otherwise excepted from disclosure under chapter 552, Texas Government Code, to Texas A&M Forest Service in a non-proprietary format acceptable to Texas A&M Forest Service. As used in this provision, "public information" has the meaning assigned Section 552.002, Texas Government Code, but only includes information to which Texas A&M Forest Service has a right of access.

(c) Bidder acknowledges that Texas A&M Forest Service may be required to post a copy of the fully executed Agreement on its internet website in compliance with Section 2261.253(a)(1), Texas Government Code.

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

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

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

18. **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 2155.0081, 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.