

PURCHASE ORDER

VENDOR

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date

05/04/2026

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)
P600308	

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

VENDOR
15413014131 TIMMONS GROUP INC 7053 CELEBRATION PARK AVE STE 300 RICHMOND, VA 23225

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

INVOICE TO:
TEXAS A&M FOREST SERVICE TFS-CAPACITY BUILDING (CPBD) 1470 WILLIAM D. FITCH PARKWAY COLLEGE STATION TX 77845
SHIP TO:
TEXAS A&M FOREST SERVICE TFS-CAPACITY BUILDING (CPBD) 1470 WILLIAM D. FITCH PARKWAY COLLEGE STATION TX 77845

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-SLB				
1	FFP PROJECT KICKOFF	1	LOT	6,500.000	6,500.00
2	FFP SPRINTS 1 & 2 DELIVERED FOR UAT	1	LOT	42,480.000	42,480.00
3	FFP SPRINTS 3 & 4 DELIVERED FOR UAT	1	LOT	42,480.000	42,480.00
4	FFP SPRINTS 5 & 6 DELIVERED FOR UAT	1	LOT	42,480.000	42,480.00
5	FFP SPRINTS 7 & 8 DELIVERED FOR UAT	1	LOT	42,480.000	42,480.00
6	FFP SPRINTS 9 & 10 DELIVERED FOR UAT	1	LOT	42,480.000	42,480.00
7	FFP SPRINTS 11 & 12 DELIVERED FOR UAT	1	LOT	42,480.000	42,480.00
8	FFP SPRINTS 13 & 14 DELIVERED FOR UAT	1	LOT	42,480.000	42,480.00
9	FFP FINAL TESTING & DEPLOYMENT	1	LOT	3,500.000	3,500.00
				TOTAL	307,360.00
	***** 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. VENDOR HEREBY CERTIFIES THAT THE NETWORK HARDWARE OR SOFTWARE, AS APPLICABLE, PROCURED OR LEASED UNDER THIS CONTRACT, HAS UNDERGONE INDEPENDENT CERTIFICATION TESTING FOR KNOWN AND RELEVANT VULNERABILITIES IN ACCORDANCE WITH SECTION 2059.060 OF THE TEXAS				

RTL

Texas A&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 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

VENDOR

TEXAS A&M FOREST SERVICE
PURCHASING DEPARTMENT

Order Date
05/04/2026

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)
P600308	

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

VENDOR
15413014131 TIMMONS GROUP INC 7053 CELEBRATION PARK AVE STE 300 RICHMOND, VA 23225

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

INVOICE TO:

TEXAS A&M FOREST SERVICE
TFS-CAPACITY BUILDING (CPBD)
1470 WILLIAM D. FITCH PARKWAY
COLLEGE STATION TX 77845

SHIP TO:

TEXAS A&M FOREST SERVICE
TFS-CAPACITY BUILDING (CPBD)
1470 WILLIAM D. FITCH PARKWAY
COLLEGE STATION TX 77845

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
RTL	GOVERNMENT CODE. EXEMPTION: PURCHASES FROM VENDORS AWARDED FEDERAL CONTRACTS. BY ACCEPTANCE OF THIS PURCHASE ORDER VENDOR AGREES TO ALL TERMS AND CONDITIONS (AS APPLICABLE) LISTED ON ATTACHED "TEXAS A&M FOREST SERVICE PURCHASE ORDER--ATTACHMENT A". REFERENCE SOW RELEASE 8-FFP ESTIMATED COMPLETION 12/18/2026 PRICING, TERMS, AND CONDITIONS OF THE GSA CONTRACT NUMBER GS-35F-0462T SHALL PREVAIL WHEN NOT IN CONFLICT WITH THE ATTACHED TFS TERMS AND CONDITIONS NO OPPORTUNITIES FOR HUB SUBCONTRACT WORK ARE LIKELY ON THIS PROJECT VENDOR QUOTE: 03242026 VENDOR REF: TIMMONS				

Texas A&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 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

Statement of Work

Capacity Building / Integration of Assistance
Implementation – **Release 8**

FFP

Texas A&M Forest Service

3/24/2026

Table of Contents

1. Introduction	2
2. Project Implementation	2
3. Scope – Project Based Services	3
4. Pricing.....	9
5. Invoices and Payment	9
6. Period of Performance	10
7. State Ownership of Work Product	10
8. Intellectual Property Matters	10

1. Introduction

Texas A&M Forest Service (TFS) seeks to streamline and integrate the management of multiple assistance programs available to fire departments across the State. At least nine assistance programs are managed by TFS using various workflows and technology (from spreadsheets to Microsoft Access applications to ASP.NET applications). TFS would like to integrate these assistance programs into FireConnect to streamline the user experience and customer service provided to the fire departments and improve internal tracking and productivity associated to the existing grant assistance workflows and processes. TFS has completed a discovery and design project previously and has started a phased implementation of the development work. The first portion (setup phase) of that work (Release 0) is complete. The second, third, fourth, fifth, and sixth portions (Tuition/Training – Release 1, RVFDAP Equipment – Release 2, TEEX Meal Cards/Lodging, 3667 Firefighter Insurance, & RFVDAP Emergency/Catastrophic Loss – Release 3, Emergency Grants/Declared State of Disaster – Release 4, and TIFMAS Apparatus – Release 5) are also complete and currently being used in production. The seventh and eighth portions (RiskPool Vehicle Insurance – Release 6 & Helping Hands – Release 7) are in progress. This SOW describes the desired tasks for Release 8 (FFP) of the phased implementation. It is incorporated by reference to and shall be in full compliance with the terms and conditions of the GSA Consolidated Schedule with Timmons Group, Inc.—No. GS-35F-0462T.

2. Project Implementation

TFS is the contracting agency and will have sole authority for all project- related matters. TFS personnel shall be actively involved in the implementation throughout the project.

A. Project Implementation Team

1. A project implementation team will be formed to:
 - a. Identify and establish a single “product owner” or decision maker from TFS to support prioritization and decision making throughout the project.
 - b. Identify and establish a project manager from TFS to support technical decision making.
 - c. Identify and establish the Contractor’s team and project manager.
2. Any issues that arise will be resolved through a collaborative decision process between TFS and Contractor.
3. TFS maintains sole authority to approve/reject all project-related matters.

B. Project Kick-off and Status Meetings

1. Project Kick-Off Meeting - an initial kick-off meeting will be held at a date and time selected by TFS. The purpose of the kickoff meeting is to review project approach, work plan details, user stories, visual design artifacts, technical requirements, delivery milestones and logistics and staff responsibilities and roles.
2. The Contractor will be responsible for conducting bi-weekly status meetings with the TFS contract manager and necessary staff. The meetings will be held on TBD day of the week at

a time and place so designated by the TFS contract manager - unless revised by the Customer contract manager. The meetings can take place via phone or web conferencing.

3. Scope – Project Based Services

The following high-level tasks will be completed as part of the implementation project. These tasks will be completed during an iterative development schedule. The user stories that may be implemented as part of this scope of work are listed below. Additional workflow diagrams and wireframes containing details on the user stories were developed and delivered to TFS as part of the discovery completed in 2020. This scope of work is limited to the level of effort required to implement the user stories noted below and will be defined as 'Release 8'.

Task	Description
FFP - Check & Update required profile details	> As an FD user, I want to view and be shown the required details for making a request for assistance with this program, so that I can ensure all information is provided.
TFS View 2604 FFP Slip-on budgets	> As a TFS CB user, I want to view existing budget details for the 2604 equipment program, so that I can understand how much funding is still available, how much is encumbered, and how much has been spent
SYSTEM Update 'Encumbered' & 'Spent' funds for a 2604 FFP Slipons	> SYSTEM Support calculation of 'encumbered' & 'spent' funding based status of request
FD View Active Request in dashboard	> As an FD user, I want to see a list of open/active **FFP** requests for our department, so that we know who (us or TFS) must take action to complete the request
FD View Complete Requests in dashboard	> As an FD user, I want to see a list of complete (closed) **FFP** requests for our department, so that we know who (us or TFS) must take action to complete the request
FD View FFP Asset list in FC	> As an FD user with FFP equipment, I want to see a list of items we have pending title transfer, so that we can get an at-a-glance view and/or open a single item to get more information/options
FD View single FFP Asset details in FC	> As a TFS, I want to see the full details of a single FFP item, so that we can review all available details
FD Email/display message to FD to reconfirm Need	> As a FD editor, I want to be notified by email and on the screen when my equipment need request is older than XX days and requires action to confirm the need, so that I can keep our needs up to date and TFS will consider the request in their next funding review
FD Get email notification of offer	> As a key FD contact, I want to receive an email when TFS has offered us equipment assistance, so that we know it is time to decide about accepting or declining the offer
FD Get email indicating upcoming conversion deadline	> As an FD user, I want to get an email reminder that our FFP conversion deadline is approaching, so that we ensure that we complete the required task
FD Get email indicating upcoming 1 year follow up deadline	> As an FD user, I want to get an email reminder that our FFP 1yr in service check deadline is approaching, so that we ensure that we complete the required task

TFS View and filter list of 'open' requests	> As a TFS user, I want to view a list of open FFP requests for and filter them based on key parameters, so that I can see the status of active requests across the various programs, and take action on them as needed
TFS View / filter list of FFP assets	> As a TFS user, I want to see the list of FEPP Assets that require action, so that I can assist
TFS View single FFP Asset details in FC	> As a TFS, I want to see the full details of a single FFP item, so that we can review all available details
TFS View list of items pending transfer	> As a TFS user, I want to view a list of FFP items ready for delivery, so that I can help with the transfer of items
TFS Export FFP Equipment requests data	> As a TFS CB user, I want to be able to export FFP assistance requests data, so that I can do offline analysis
TFS Additional compliance/audit reporting	> As a TFS user, I want the system to assist me with additional audit and compliance reporting, so that we can have and generate audit-ready and compliance documentation.
FD Add Need to list	> As an FD user, I want to add an equipment need from the FFP program to our FD needs list, so that we can be considered for assistance during the next awards cycle.
FD Cancel Need	> As an FD editor, I want to cancel an equipment need we have listed for our FD, so that we can indicate to TFS when the assistance is no longer needed.
FD Confirm Need	> As an FD editor, I want to confirm an equipment need we have listed for our FD, so that we can indicate to TFS when the assistance is still needed.
FD See when our FFP 'time out' period expires	> As an FD, for the FFP item I have on my equipment needs list, I want to see whether our FD is currently in an awards 'time out' period and when that time period ends, so that I understand that a previous FFP award has temporarily removed us from FFP eligibility
FD View 'What's my rank' for a needs request	> As a FD, I want to see where my FD's request for a specific equipment type ranks based relative to all of the FD's who have indicated need for the same equipment type, so that I can get a sense of whether we might get assistance for this item any time soon
FD Edit Need	> As an FD user, I want to edit my Need request, so that I can best reflect our dept's program need.

Add inactive/active controls to manage what requests display	New story to hide/show things in front end
TFS View FFP Equipment Needs	> As a TFS CB Program staff, I want to view the confirmed FFP equipment needs, separated out by region and sorted in a way that helps us determine which FDs to offer grant assistance to
TFS See when allocations meet equitable distribution targets	> As a TFS CB Program staff, I want to see when my selections of equipment allocations are meeting our target for equitable distribution across the three regions
TFS View slip-on requests coming from FFP for on-demand processing	> As TFS Program staff, I want to view FFP slip on requests to be funded through 2604, so that I can review and process them as they come in.
TFS View single item need	> As a TFS CB staff, I want to open & view a single item need, so that we can review the details of the need
Reserve Equipment	New story based on conversation with Kelly and team. Perhaps links into custom inventory feature.
TFS Select awardees and send batch of offers	> As a TFS Program Manager, I want to select candidates and send offers to awardee FDs, so they can accept or decline the assistance
TFS Add e-doc # to Accepted FFP/2604 Slip on offer	> As a TFS CB Program Staff, I want to add an e-doc number to equipment requests that have been offered by the FD, so that encumbered funding can be tracked
TFS Choose which asset is going to which FD	Integration with AP After candidate selection, user sees interface to connect unallocated assets to FDs getting awards Assumes limited key attributes being returned by AP, e.g. VIN, Make, Model, Year, etc. (not pictures) User sees candidates User sees Assets User has mechanism to assign asset to candidates
TFS Update status to "Pending 1 year follow up"	> As a TFS Program staff, I want to update the FFP request to "Pending 1 year follow up" and set the deadline, so that the next milestone is understood by TFS and the FD

TFS Update status to "Closed - Title Transferred"	> As a TFS Program staff, I want to update the FFP request to "Closed - Title Transferred", so we can indicate that the FD has met all of the terms of the FFP program for the vehicle and now has full ownership/rights for that asset
TFS indicate that 2604 Slip-on request is ready to be processed	
TFS Print Request for SF-97 form	> As a TFS Program staff, I want to print the Request for SF-97 form so that I can send it to the federal government to generate the S-97 for vehicle registration/title management
TFS Edit or update award	> As a TFS user, I want to edit or update an award, so that we can update award details to best reflect the actual award.
SYSTEM Update FFP Record Status following Transfer to FD	Integration point: Assumes that users track transfer details via the Asset Management solution. When the item has been transferred, if the AM solution supports it, then the associated FireConnect request record status changes to "Pending Conversion" FireConnect 'reads' the status of that asset that is connected to the assistance request from AP
FD / TFS Enter & View Compliance Verification details	> As an FD Editor, I want to enter the information required to verify our compliance with conversion of the FFP equipment by the deadline set
TFS Grant a one-time Compliance Verification Extension	> As an TFS Program Manager, I want to grant a one time deadline extension to complete our conversion verification, so that we can adhere to the terms of the award
FD /TFS Add 1 year in-service information	> As an FD Editor, I want to enter the information required to verify our compliance with having the vehicle in service for 1 year, so that TFS can begin title transfer
FD Return Equipment before Conversion	> As an FD user with FFP equipment, I want to return the equipment before conversion is complete, so that if we determine that the item will not serve our needs we can return it to
FD View equipment information, mechanical evaluation & photos	> As an FD user, I want to view details about the equipment being offered, so that the information can help our department decide whether to accept or decline the equipment
FD Decline FFP Offer	> As an FD Editor, I want to decline an offer from TFS for equipment that I requested so that TFS understand that we will not be using the offered assistance
FD See "Closed - Expired" request	> As an FD Editor, I want to see when the offer of FFP equipment has expired, so that I know that this request is now considered closed by TFS and I will need to create a new request to be considered again in the future

FD Sign Q6	> As an FD Editor, I want to 'sign' the Q6 Export Control Agreement when it is required for an offered FFP equipment award, so that we may indicate our understanding and adherence to the terms of the award
FD Sign Coop agreement	> As an FD Editor, I want to electronically 'sign' the Cooperative Agreement for an offered FFP equipment award, so that we may indicate our understanding and adherence to the terms of the award
FD Accept FFP Offer	> As an FD Editor, I want to accept the FFP offer once I have signed/accepted the terms of the Q6 (if required) and Cooperative Agreements, so that we may begin the transfer process
FD User View new automatically generated 2604 slip-on request	> As an FD user, I want to see, upon FFP equipment acceptance, my associated 2604 request for a slip on unit, so that I can monitor its progress and take actions when needed >
FD Key and track asset disposal per demil code (ownership disposal rules)	> As the owner of an FFP-offered asset, I want to key and track disposal details according to FFP program requirements, so that I can ensure the asset is disposed of correctly.
TFS Schedule Pickup or Delivery of FFP asset	New story to track pickup/delivery if necessary.
Create custom inventory management within FireConnect - (not using WASP)	New story to replace integration with asset management system.
Migrate existing inventory to production/staging	New story to help with legacy migration of inventory

4. Pricing

Pricing for Project Based Services will be based on a fixed price, per deliverable basis using rates defined in the terms and conditions of GSA contract GS-35F-0462T. Contractor shall itemize the pricing for each deliverable. The **estimated start and completion dates are subject to change** based upon contract execution and availability of TFS and Contractor. NOTE: UAT = User Acceptance Testing

Table 1. Pricing Schedule

Deliverable Milestones			
Milestone	Price Quote *	Estimated Start	Estimated Completion
FFP Project Kickoff (Requirements and Workflow review, Merging and Integration strategy, Development Kickoff)	\$6,500	4/03/2026	4/17/2026
FFP Sprints 1 & 2 Delivered for UAT	\$42,480	4/20/2026	5/15/2026
FFP Sprints 3 & 4 Delivered for UAT	\$42,480	5/18/2026	6/12/2026
FFP Sprints 5 & 6 Delivered for UAT	\$42,480	6/15/2026	7/10/2026
FFP Sprints 7 & 8 Delivered for UAT	\$42,480	7/13/2026	8/07/2026
FFP Sprints 9 & 10 Delivered for UAT	\$42,480	8/10/2026	10/02/2026
FFP Sprints 11 & 12 Delivered for UAT	\$42,480	10/06/2026	10/30/2026
FFP Sprints 13 & 14 Delivered for UAT	\$42,480	11/02/2026	11/30/2026
FFP – Final testing and Deployment	\$3,500	12/1/2026	12/18/2026
Total Fee:	\$307,360		
* Price Quote is based on Senior Software Engineer (\$117.88), Senior Project Manager (\$133.29), and Senior Consultant (\$141.45) rates defined in the terms and conditions of GSA contract GS-35F-0462T			

5. Invoices and Payment

Payment will be as per terms and conditions of this Statement of Work. Contractor will be paid on a per deliverable basis.

1. All deliverables must be completed and accepted by TFS before invoices can be submitted.
2. Invoice shall include:
 - a. Invoice number
 - b. Purchase order number
 - c. Date
 - d. Itemized charges and grand total
 - e. Description of deliverables
 - f. Contractors name
 - g. Remit to address
3. TFS “ship to” and “invoice to” addresses will be provided on subsequent purchase order(s)

4. TFS is tax exempt as an agency of the State of Texas. Do not include State Sales tax or Federal Excise tax in prices.
5. Contractor will provide a 45-day warranty on all work and deliverables from the date of TFS acceptance.
6. There are no insurance or bonding requirements

6. Period of Performance

Period of performance shall commence on date purchase order is issued and shall conclude by **April 01, 2027**. Any extension for the period of performance must be approved by the Texas A&M Forest Service.

7. State Ownership of Work Product

Contractor and Texas A&M Forest Service acknowledge and agree that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Contractor for Texas A&M Forest Service pursuant to a SOW, including all such developments as are originated or conceived during the term of this Contract but are completed or reduced to writing thereafter (the "Work Product") will be and remain the exclusive property Texas A&M Forest Service. All rights, title and ownership interests, including copyright, which Contractor and all Workers may have in any Work Product or any tangible media embodying such Work Product are hereby assigned to Texas A&M Forest Service. Contractor, for itself and on behalf of its Workers, waives any property interest in such work product.

8. Intellectual Property Matters

A. Definitions

1. "Work Product" means any and all deliverables produced by Contractor for Texas A&M Forest Service under a Statement of Work issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions,

formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Texas A&M Forest Service under the Contract or a Statement of Work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use or benefit of Texas A&M Forest Service in connection with this Contract or a Statement of Work, or with funds appropriated by or for Texas A&M Forest Service or Texas A&M Forest Service's benefit: (a) by any Contractor personnel or Texas A&M Forest Service personnel, or (b) any Texas A&M Forest Service personnel who then became personnel to Contractor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Texas A&M Forest Service.

2. "Intellectual Property Rights" means the worldwide legal rights or interests evidenced by or embodied in: (i) any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (ii) any work of authorship, including any copyrights, moral rights or neighboring rights; (iii) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (iv) domain name registrations; and (v) any other proprietary or similar rights. The Intellectual Property Rights of a party include all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
3. "Statement of Work" means a document signed by Texas A&M Forest Service and Contractor describing a specific set of activities and/or deliverables, which may include Work Product and Intellectual Property Rights, that Contractor is to provide Texas A&M Forest Service, issued pursuant to the Contract.
4. "Third Party IP" means the Intellectual Property Rights of any third party not a party to this Contract, and which is not directly or indirectly providing any goods or services to Texas A&M Forest Service under this Contract.
5. "Contractor IP" shall mean all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Contractor (a) prior to providing any Services or Work Product to Texas A&M Forest Service and prior to receiving any documents, materials, information or funding from or on behalf of Texas A&M Forest Service relating to the Services or Work Product, or (b) after the Effective Date of the Contract if such tangible or intangible items or things were independently developed by Contractor outside Contractor's provision of Services or Work Product for Texas A&M Forest Service hereunder and were not created, prepared, developed, invented or conceived by any Texas A&M Forest Service personnel who then became personnel to Contractor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Texas A&M Forest Service.

B. Ownership

As between Contractor and Texas A&M Forest Service, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Texas A&M Forest Service, and not Contractor. Contractor specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Texas A&M Forest Service. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Contractor hereby agrees that the Contract effectively transfers, grants, conveys, assigns, and relinquishes exclusively to Texas A&M Forest Service all right, title and interest in and to all ownership rights in the Work Product, and all Intellectual Property Rights in the Work Product, without the necessity of any further consideration, and Texas A&M Forest Service shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Contractor acknowledges that Contractor and Texas A&M Forest Service do not intend Contractor to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Texas A&M Forest Service shall have access, during normal business hours and upon reasonable prior notice to Contractor, to all Contractor materials, premises and computer files containing the Work Product. Contractor and Texas A&M Forest Service, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted hereunder to any Third Party IP, except as may be incorporated in the Work Product by Contractor.

C. Further Actions

Contractor, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Texas A&M Forest Service to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Texas A&M Forest Service to the fullest extent possible, including but not limited to the execution, acknowledgement and delivery of such further documents in a form determined by Texas A&M Forest Service. In the event Texas A&M Forest Service shall be unable to obtain Contractor’s signature due to the dissolution of Contractor or Contractor’s unreasonable failure to respond to Texas A&M Forest Service’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Contractor hereby irrevocably designates and appoints Texas A&M Forest Service and its duly authorized officers and agents as Contractor’s agent and Contractor’s attorney-in-fact to act for and in Contractor’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Contractor, provided however that no such grant of right to Texas A&M Forest Service is applicable if Contractor fails to execute any document due to a good faith dispute by Contractor with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Texas A&M Forest Service shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Contractor shall cooperate, at Texas A&M Forest Service’s sole expense, in the preparation

and prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

D. Waiver of Moral Rights

Contractor hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Contractor may now have or which may accrue to Contractor's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted.

Contractor acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights. The term "Moral Rights" shall mean any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product, and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

E. Confidentiality

All documents, information and materials forwarded to Contractor by Texas A&M Forest Service for use in and preparation of the Work Product, shall be deemed the confidential information of Texas A&M Forest Service, and subject to the license granted by Texas A&M Forest Service to Contractor under sub-paragraph h hereunder, Contractor shall not use, disclose, or permit any person to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Texas A&M Forest Service.

F. Injunctive Relief

The Contract is intended to protect Texas A&M Forest Service's proprietary rights pertaining to the Work Product, and the Intellectual Property Rights therein, and any misuse of such rights would cause substantial and irreparable harm to Texas A&M Forest Service's business.

Therefore, Contractor acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin any material breach of the intellectual property, use, and confidentiality provisions of this Contract, upon a request by Texas A&M Forest Service, without requiring proof of irreparable injury as same should be presumed.

G. Return of Materials Pertaining to Work Product

Upon the request of Texas A&M Forest Service, but in any event upon termination or expiration of this Contract or a Statement of Work, Contractor shall surrender to Texas A&M Forest Service all documents and things pertaining to the Work Product, including but not limited to drafts, memoranda, notes, records, drawings, manuals, computer software, reports, data, and all other documents or materials (and copies of same) generated or developed by Contractor or furnished by Texas A&M Forest Service to Contractor, including all materials embodying the Work Product, any Texas A&M Forest Service confidential information, or Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Contractor by Texas A&M Forest Service or by anyone else that pertains to the Work Product.

H. Contractor License to Use

Texas A&M Forest Service hereby grants to Contractor a non-transferable, non-exclusive, royalty-free, fully paid-up license to use any Work Product solely as necessary to provide the Services to Texas A&M Forest Service. Except as provided in this Section, neither Contractor nor any Subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Texas A&M Forest Service, which consent may be withheld in Texas A&M Forest Service's sole discretion.

I. Third-Party Underlying and Derivative Works

To the extent that any Contractor IP or Third Party IP are embodied or reflected in the Work Product, or are necessary to provide the Services, Contractor hereby grants to the Texas A&M Forest Service, or shall obtain from the applicable third party for Texas A&M Forest Service's benefit, the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license, for Texas A&M Forest Service's internal business purposes only, to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such Contractor IP or Third Party IP and any derivative works thereof embodied in or delivered to Texas A&M Forest Service in conjunction with the Work Product, and (ii) authorize others to do any or all of the foregoing. Contractor agrees to notify Texas A&M Forest Service on delivery of the Work Product or Services if such materials include any Third Party IP. On request, Contractor shall provide Texas A&M Forest Service with documentation indicating a third party's written approval for Contractor to use any Third Party IP that may be embodied or reflected in the Work Product.

J. Agreement with Subcontractors

Contractor agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing Services or Work Product pursuant to the Contract, prior to their providing such Services or Work Product, and that it shall maintain such written agreements at all times during performance of this Contract, which are sufficient to support all performance and grants of rights by Contractor. Copies of such agreements shall be provided to the Texas A&M Forest Service promptly upon request.

K. License to Texas A&M Forest Service

Contractor grants to Texas A&M Forest Service, a perpetual, irrevocable, royalty free license, solely for the Texas A&M Forest Service's internal business purposes, to use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Contractor IP embodied in or delivered to Texas A&M Forest Service in conjunction with the Work Product. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carryout Texas A&M Forest Service's internal business use of the Work Product. Except for the preceding license, all rights in Contractor IP remain in Contractor.

L. Contractor Development Rights

To the extent not inconsistent with Texas A&M Forest Service's rights in the Work Product or as set forth herein, nothing in this Contract shall preclude Contractor from developing for itself, or for others, materials which are competitive with those produced as a result of the Services provided hereunder, provided that no Work Product is utilized, and no Intellectual Property Rights of Texas A&M Forest Service therein are infringed by such competitive materials. To the extent that Contractor wishes to use the Work Product, or acquire licensed rights in certain Intellectual Property Rights of Texas A&M Forest Service therein in order to offer competitive goods or services to third parties, Contractor and Texas A&M Forest Service agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.

Attachment A
Texas A&M Forest Service
Terms and Conditions

1. BID 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 bid the price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 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.
- 1.4 Quote F.O.B. destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.5 Bid prices are requested to be firm for TFS acceptance for 90 days from opening date. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.6 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed 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.
- 1.7 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.
- 1.8 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.

2. SPECIFICATIONS

- 2.1 Unless otherwise specified, items shall be new and unused and of current production.
- 2.2 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.3 TFS will not be bound by any oral statement or representation contrary to the written specifications of this Request for Bid (RFP).
- 2.4 Manufacturer's standard warranty shall apply unless otherwise stated in the RFP.

3. TIE BIDS

Attachment A
Texas A&M Forest Service
Terms and Conditions

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, contractor shall give written notice to TFS. Contractor 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 contractor.
- 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 contractor 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 contractor or held for disposition at contractor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT

A response to this RFP 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 action must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the contractor is prevented from compliance

Attachment A
Texas A&M Forest Service
Terms and Conditions

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 Majure, the contractor must file a written request to the TFS.

7. PAYMENT

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.

8. PATENTS OR COPYRIGHTS

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

9. CONTRACTOR ASSIGNMENTS

Contractor 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 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, nor communicated directly or indirectly the Bid made to any competitor or any other person engaged in such line of business.

10.3 Pursuant to Section 2155.004(a) Government Code the Bidder has not received compensation for participation in the preparation of the specification for this RFP.

10.4 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.

Attachment A
Texas A&M Forest Service
Terms and Conditions

- 10.5 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.
- 10.6 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.
- 10.7 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.
- 10.8 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
11. 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.
12. DISPUTE RESOLUTION
- To the extent that Chapter 2260, Texas Government Code is applicable to this Agreement, the dispute resolution process provided in Chapter 2260, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TFS and CONTRACTOR to attempt to resolve any claim for breach of contract made by CONTRACTOR that cannot be resolved in the ordinary course of business. CONTRACTOR shall submit written notice of a claim of breach of contract under this Chapter to the Contracts Officer of TFS, who shall examine CONTRACTOR's claim and any counterclaim and negotiate with CONTRACTOR in an effort to resolve the claim. This provision and nothing in this Agreement waives TFS's sovereign immunity to suit or liability, and TFS has not waived its right to seek redress in the courts.
13. PUBLIC DISCLOSURE
- CONTRACTOR acknowledges that TFS 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. Upon TFS's written request, and at no cost to TFS, CONTRACTOR will promptly provide specified contracting information exchanged or created under this Agreement for or on

Attachment A
Texas A&M Forest Service
Terms and Conditions

behalf of TFS to TFS in a non-proprietary format acceptable to TFS that is accessible by the public. CONTRACTOR acknowledges that TFS 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. The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and CONTRACTOR agrees that this Agreement can be terminated if CONTRACTOR knowingly or intentionally fails to comply with the requirements of that subchapter.

14. 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 prohibits 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.

15. 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 TFS 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.

16. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISREAL

Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, CONTRACTOR certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. CONTRACTOR acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

17. 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.

Attachment A
Texas A&M Forest Service
Terms and Conditions

18. 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.

19. Respondent certifies that pursuant to Executive Order GA-48, Hardening of State Government, Respondent is not and, if applicable, none of its holding companies or subsidiaries are a) listed in Section 889 of the 2019 National Defense Authorization Act ("NDAA") regarding telecommunications and video surveillance; b) listed in Section 1260H of the 2021 NDAA regarding Chinese military companies in the US; c) owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. § 791.4 ("15 C.F.R. § 791.4 List"); or d) controlled by any governing or regulatory body located in a country on the 15 C.F.R. § 791.4 List. Respondent acknowledges that a false certification is grounds for immediate termination of any resulting contract or purchase order with no further obligation on the part of A&M System."

20. ACCESS BY INDIVIDUALS WITH DISABILITIES

Contractor represents and warrants that the goods and services provided hereunder comply with the accessibility requirements in Title 1, Chapters 206 and 213 of the Texas Administrative Code and Title II of the Americans with Disabilities Act and the technical standards set forth in the Web Content Accessibility Guidelines 2.1, level AA (available at <https://www.w3.org/TR/WCAG21>), as published by the Web Accessibility Initiative of the World Wide Web Consortium (the "Accessibility Warranty"). Contractor shall promptly respond to and use commercially reasonable efforts to resolve and remediate any noncompliance with the Accessibility Warranty. In the event that Contractor fails or is unable to do so, Texas A&M Forest Service may immediately terminate this Agreement, and Contractor will refund to Texas A&M Forest Service all amounts paid by Texas A&M Forest Service under this Agreement within thirty (30) days following the effective date of termination.

21. STATE AUDITOR'S OFFICE

CONTRACTOR 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. CONTRACTOR agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested. CONTRACTOR will include this provision in all contracts with permitted subcontractors.

Attachment A
Texas A&M Forest Service
Terms and Conditions

22. PAYMENT OF DEBT OR DELINQUENCY TO THE STATE

Pursuant to Sections 2107.008 and 2252.903, Texas Government Code, CONTRACTOR agrees that any payments owing to CONTRACTOR under this Agreement may be applied directly toward certain debts or delinquencies that CONTRACTOR 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.

23. LOSS OF FUNDING

Performance by TFS 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, TFS will issue written notice to CONTRACTOR and TFS may terminate this Agreement without further duty or obligation hereunder. CONTRACTOR acknowledges that appropriation of funds is beyond the control of TFS. In the event of a termination or cancellation under this Section, TFS will not be liable to CONTRACTOR for any damages that are caused or associated with such termination or cancellation.

24. EXPORT CONTROLS

The following provision applies if contractor is a U.S. entity. Each Party shall comply with U.S. export control regulations. If either Party desires to disclose to the other Party any information, technology, or data that is identified on any U.S. export control list, the disclosing Party shall advise the other Party at or before the time of intended disclosure and may not provide export-controlled information to the other Party without the written consent of the other Party. CONTRACTOR certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

The following provision applies if contractor is not a U.S. entity. TFS is subject to United States laws and regulations controlling the export of technical data, software, laboratory prototypes, and other commodities, and its obligations under this Agreement are contingent on compliance with applicable laws and regulations. The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States government or written assurances by CONTRACTOR that CONTRACTOR will not export data or commodities to certain countries without advance approval of that agency. TFS neither represents that a license will not be required nor that, if required, it will be issued. CONTRACTOR

Attachment A
Texas A&M Forest Service
Terms and Conditions

shall comply with all applicable export laws and regulations and may not export or allow the export or re-export of commodities or technical data in violation of those laws or regulations. CONTRACTOR certifies that none of its personnel participating in the activities under this Agreement is a "restricted party" as listed on the Denied Persons List, Entity List, and Unverified List (U.S. Department of Commerce), the Debarred Parties Lists (U.S. Department of State), the Specially Designated Nationals and Blocked Persons List (U.S. Department of Treasury), or any similar governmental lists.

25. REFUND OF DEPOSIT/PREPAYMENT

In the event this Agreement is canceled and/or terminated by CONTRACTOR for reason not attributable to TFS or if canceled and/or terminated by TFS for default of performance by CONTRACTOR, then within thirty (30) days after cancellation and/or termination, CONTRACTOR will reimburse TFS for all advance payments paid by TFS to CONTRACTOR that were (a) not earned by CONTRACTOR prior to cancellation and/or termination, or (b) for goods or services that the TFS did not receive from CONTRACTOR prior to cancellation and/or termination.

26. FRANCHISE TAX CERTIFICATION

If CONTRACTOR is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then CONTRACTOR certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that CONTRACTOR is exempt from the payment of franchise (margin) taxes.

27. PRIOR EMPLOYMENT

CONTRACTOR acknowledges that Section 2252.901, Texas Government Code, prohibits TFS from using state appropriated funds to enter into an employment contract, a professional services contract under Chapter 2254, or a consulting services contract under Chapter 2254 with individual who has been previously employed by TFS during the twelve (12) month period immediately prior to the effective date of the Agreement. If CONTRACTOR is an individual, by signing this Agreement, CONTRACTOR represents and warrants that it is not a former or retired employee of TFS that was employed by TFS during the twelve (12) month period immediately prior to the effective date of the Agreement.

28. CONFLICT OF INTEREST

CONTRACTOR certifies, to the best of their knowledge and belief, that no TFS of the A&M System Board of Regents, or any officer of TFS or the A&M System, has a direct or indirect financial interest in CONTRACTOR or in the transaction that is the subject of the Agreement.

Attachment A
Texas A&M Forest Service
Terms and Conditions

29. NOT ELIGIBLE FOR REHIRE

CONTRACTOR is responsible for ensuring that its employees involved in any work being performed for TFS under this Agreement have not been designated as “Not Eligible for Rehire” as defined in A&M System policy 32.02, Discipline and Dismissal of Employees, Section 4 (“NEFR Employee”). In the event TFS becomes aware that CONTRACTOR has a NEFR Employee involved in any work being performed under this Agreement, TFS will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TFS.

30. USE OF NAME

Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

31. INDEPENDENT CONTRACTOR

Notwithstanding any provision of this Agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this Agreement or by CONTRACTOR’s service to TFS. As an independent contractor, CONTRACTOR is solely responsible for all taxes, withholdings, and other statutory or contractual obligations of any sort, including but not limited to workers’ compensation insurance. Except as specifically required under the terms of this Agreement, CONTRACTOR (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of TFS or the A&M System.

32. NON-ASSIGNMENT

CONTRACTOR shall neither assign its rights nor delegate its duties under this Agreement without the prior written consent of TFS.

33. REPRESENTATIONS & WARRANTIES

If CONTRACTOR is a business entity, CONTRACTOR warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary power and has received all necessary approvals to execute and

Attachment A
Texas A&M Forest Service
Terms and Conditions

deliver this Agreement, and the individual executing this Agreement on behalf of CONTRACTOR has been duly authorized to act for and bind CONTRACTOR.

34. FORCE MAJEURE

Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

35. GOVERNING LAW AND VENUE

The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, nonperformance, 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. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against TFS is to be in the county in which the principal office of TFS's governing officer is located (Brazos County, Texas).

36. LIMITATIONS

As an agency of the state of Texas, there are constitutional and statutory limitations on the authority of TFS to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on TFS's property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Terms and conditions related to the Limitations will not be binding on TFS except to the extent authorized by the Constitution and the laws of the state of Texas. Neither the execution of this

Attachment A
Texas A&M Forest Service
Terms and Conditions

Agreement by TFS nor any other conduct, action, or inaction of any representative of TFS relating to this Agreement constitutes or is intended to constitute a waiver of TFS's or the state's sovereign immunity.

37. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

38. SURVIVAL

Any provision of this Agreement that may reasonably be interpreted as being intended by the Parties to survive the termination or expiration of this Agreement will survive the termination or expiration of this Agreement.

39. ENTIRE AGREEMENT

This Agreement constitutes the entire and only agreement between the Parties hereto and supersedes any prior understanding, written or oral agreements between the Parties, or "side deals" which are not described in this Agreement. This Agreement may be amended only by a subsequent written agreement signed by authorized representatives of both Parties.