



Marketing
Communications

•
Natural History
Illustration

•
Nature Education
Graphics for
Print and the Web

•
Fine Art Prints

January 7, 2024
Mac Martin
Urban & Community Forestry Coordinator
Texas A&M Forest Service

COST PROPOSAL

Description: Itemized costs for new tree illustrations. Prices include licensing to the Texas A&M Forest Service with unlimited reproductions rights (web, printed publications, etc.). Licensing is limited to the Texas A&M Forest Service system and is not transferable to any other entity.

Scientific Name	Common Name	Tree/Leaf*	Complex Leaf**	Fruit	Flower	2nd Crown	TOTAL
1. Araucaria heterophylla	Norfolk island pine	475	195	150	—	—	820
2. Camellia oleifera	Camellia, tea-oil	400	—	150	125	—	675
3. Carica spp.	Papaya	400	125	175	—	—	700
4. Carya myristiciformis	hickory, nutmeg	400	125	125	—	75	725
5. Cotinus coggygria	smoketree	400	—	—	125	75	600
6. Crataegus brachyacantha	hawthorn, blueberry	400	—	125	150	—	675
7. Crataegus marshallii	hawthorn, parsley	400	—	125	150	—	675
8. Crataegus opaca	mayhaw	400	—	125	150	—	675
9. Cupressus sempervirens	cypress, Italian	400	125	125	—	—	650
10. Erythrina herbaceae	Coral bean	400	—	—	225	—	625
11. Gleditsia aquatica	locust, water (swamp)	400	175	95	—	75	745
12. Hibiscus mutabilis	Confederate rose	400	—	—	175	—	575
13. Ilex glabra	gallberry	400	—	125	—	5	25
14. Ilex myrtifolia	holly, Myrtle	400	—	150	—	—	550
15. Juglans major	walnut, Arizona	400	150	150	—	—	700
16. Juniperus silicicola	cedar, southern red	400	125	125	—	—	650
17. Leucaena pulverulenta	leadtree, great	400	150	125	—	—	675
18. Morella carolinensis	bayberry, southern	400	—	125	—	—	525
19. Morus microphylla	mulberry, Texas	400	—	150	—	—	550
20. Persea americana	avocado	400	—	150	—	—	550
21. Pinus radiata	Monterey Pine	450	150	150	—	—	750
22. Pinus remota	pine, remote pinyon	450	150	150	—	—	750
23. Planera aquatica	planer tree (water elm)	400	—	125	—	—	525
24. Populus nigra	poplar, black	400	—	—	—	75	475
25. Prunus gracilis	plum, Oklahoma	400	—	125	175	175	875
26. Prunus serotina var. ex.	cherry, black escarpment	195	—	—	—	—	195
27. Prunus serotina var. ruf.	cherry, black southwestern	400	—	150	175	75	800
28. Quercus hemisphaerica	Oak, Coast laurel	400	—	125	—	—	525
29. Sabal mexicana	Palm, Texas (Mexican)	195	—	—	—	—	195
30. Salix alba	willow, whiten (In image Library)	195	—	—	—	—	195
31. Sambucus canadensis	elderberry, American	400	—	150	225	—	775
32. Sambucus nigra	elderberry, black	400	—	150	225	—	775
33. Sideroxylon lanuginosum	gum bully (chittamwd.)	400	—	125	—	—	525
34. Symphoricarpos orbiculatus	coralberry	400	125	175	—	—	700
35. Symplocos tinctoria	Yellowwood (sweetleaf)	400	—	—	175	—	575
36. Tilia americana var. car.	Basswood, Carolina (In image Library)	195	—	—	—	—	195
37. Viburnum nudum	viburnum, possumhaw	400	—	125	175	—	700
38. Yucca elata	Soaptree yucca	475	—	—	200	—	675
39. Yucca faxoniana	yucca, faxon	400	75	—	—	200	675
40. Yucca thompsoniana	Yucca, Thompson	475	—	—	200	—	675
Total							\$24,020

* Full tree with simple leaf. ** Complex leaf: Compound leaf or other complex leaf, such as a pine needle cluster, or others.


See next page.

Prices for tree and leaf only illustrations:

	Scientific Name	Common Name	Tree/Simple Leaf	Complex Leaf
1.	Araucaria heterophylla	Norfolk island pine	475	195
2.	Camellia oleifera	Camellia, tea-oil	400	—
3.	Carica spp.	Papaya	400	125
4.	Carya myristiciformis	Hickory, nutmeg	400	125
5.	Cotinus coggygria	Smoketree	400	—
6.	Crataegus brachyacantha	hawthorn, blueberry	400	—
7.	Crataegus marshallii	hawthorn, parsley	400	—
8.	Crataegus opaca	mayhaw	400	—
9.	Cupressus sempervirens	cypress, Italian	400	125
10.	Erythrina herbaceae	Coral bean	400	—
11.	Gleditsia aquatica	locust, water (swamp)	400	175
12.	Hibiscus mutabilis	Confederate rose	400	—
13.	Ilex glabra	gallberry (inkberry)	400	—
14.	Ilex myrtifolia	holly, Myrtle	400	—
15.	Juglans major	walnut, Arizona (Mountain)	400	150
16.	Juniperus silicicola	cedar, southern red	400	125
17.	Leucaena pulverulenta	leadtree, great (Tepejuage)	400	150
18.	Morella caroliniensis	bayberry, southern	400	—
19.	Morus microphylla	mulberry, Texas (dwarf)	400	—
20.	Persea americana	avocado	400	—
21.	Pinus radiata	pine, Monterey	450	150
22.	Pinus remota	pine, remote pinyon (papershell)	150	—
23.	Planera aquatica	planer tree (water elm)	400	—
24.	Populus nigra	poplar, black	400	—
25.	Prunus gracilis	plum, Oklahoma	400	—
26.	Prunus serotina var. eximia	cherry, black escaprment	195	—
27.	Prunus serotina var. rufula	cherry, black southwestern (Chisos)	—	—
28.	Quercus hemisphaerica	oak, Coast laurel (Darlington)	400	—
29.	Sabal mexicana	palm, Texas (Mexican)	195	—
30.	Salix alba	willow, white	195	—
31.	Sambucus canadensis	elderberry, American	400	—
32.	Sambucus nigra	elderberry, black	400	—
33.	Sideroxylon lanuginosum	gum bully (chittamwood)	400	—
34.	Symphoricarpos orbiculatus	coralberry	400	125
35.	Symplocos tinctoria	Yellowwood (sweetleaf)	400	—
36.	Tilia americana var. caroliniana	basswood, Carolina	195	—
37.	Virburnum nudum	viburnum, possumhaw	400	—
38.	Yucca elata	soaptree yucca	475	—
39.	Yucca faxoniana	yucca, faxon	475	—
40.	Yucca thompsoniana	Yucca, Thompson (beaked)	475	—
Subtotals:			15580	1595
			TOTAL: \$17,175	

* Full tree with simple leaf. ** Complex leaf: Compound leaf or other complex leaf, such as a pine needle cluster, or others.

Thank you,



Robert O'Brien
Robert O'Brien Design



Marketing
Communications

•
Natural History
Illustration

•
Nature Education
Graphics for
Print and the Web

•
Fine Art Prints

Mac Marrtin
Urban & Community Forestry Coordinator
Texas A&M Forest Service

Re: Tree art upgrade costs for the Texas A&M Forest Service Tree ID and Texas Tree Planting Guide websites

STATEMENT

Description: Costs for upgrades to the existing tree illustrations for both TFS tree-related websites (Tree ID and Texas Tree Planting Guide).

Licensing Rights and Restrictions

- The Texas A&M Forest Service is being granted licensing rights to the illustrations for web and other electronic media. This can also include minor print-outs for classes, etc.
 - Licensing rights are limited to within the Texas A&M Forest Service and are not transferable to any other entity or institution without the express, written permission of the artist.
- Please let me know if you have any questions.

Thank you,

Robert O'Brien
Robert O'Brien Design

1. Acacia, Wright	Acacia wrightii	25.00
2. Anacacho Orchid-tree	Bauhinia congesta	25.00
3. Anacahuite (Wild Olive)	Cordia boissieri	25.00
4. Anacua	Ehretia anacua	25.00
5. Ash, Berlandier	Fraxinus berlandieriana	25.00
6. Ash, Fragrant	Fraxinus cuspidata	25.00
7. Ash, Green	Fraxinus cuspidata	25.00
8. Ash, Texas	Fraxinus texensis	25.00
9. Ash, White	Fraxinus americana	25.00
10. Baldcypress	Taxodium distichum	25.00
11. Baldcypress, Montezuma	Taxodium mucronatum	25.00
12. Basswood, Carolina	Tilia caroliniana	25.00
13. Beech, American	Fagus grandifolia	25.00
14. Birch, River	Betula nigra	25.00
15. Blackhaw, Rusty	Viburnum rufidulum	25.00
16. Bluewood / Condalia	Condalia hookeri	25.00
17. Boxelder	Acer negundo	25.00
18. Buckeye, Mexican	Ungnadia speciosa	25.00
19. Buckeye, Red	Aesculus pavia	25.00
20. Buckthorn, Carolina	Rhamnus caroliniana	25.00
21. Buttonbush, Common	Cephalanthus occidentalis	25.00
22. Carolina Laurel Cherry	Prunus caroliniana	25.00
23. Catalpa, Southern	Catalpa bignonioides	25.00
24. Cherry, Escarpment Black	Prunus serotina	25.00
25. Chinaberry	Melia azedarach	25.00
26. Chinese Tallow	Sapium sebiferum	25.00
27. Coma	Bumelia celastrina	25.00
28. Condalia, Lotebush	Ziziphus obtusifolia	25.00
29. Cottonwood, Eastern	Populus deltoides	25.00
30. Crabapple	Malus angustifolia	25.00
31. Crapemyrtle	Lagerstroemia indica	25.00
32. Cypress, Arizona	Cupressus arizonica	25.00

33.	Desert-Willow	Chilopsis linearis	25.00
34.	Devil's Walking Stick	Aralia spinosa	25.00
35.	Dogwood, Flowering	Cornus florida	25.00
36.	Ebony, Texas	Pithecellobium flexicaule	25.00
37.	Elm, American	Ulmus americana	25.00
38.	Elm, Cedar	Ulmus crassifolia	25.00
39.	Elm, Lacebark	Ulmus parvifolia	25.00
40.	Elm, Winged	Ulmus americana	25.00
41.	Eve's-Necklace	Sophora affinis	25.00
42.	Fringetree	Chionanthus virginicus	25.00
43.	Ginkgo	Ginkgo biloba	25.00
44.	Goldenball Leadtree	Leucaena retusa	25.00
45.	Goldenraintree	Koeleruteria paniculata	25.00
46.	Gum Bumelia	Bumelia lanuginosa	25.00
47.	Hackberry, Common	Celtis occidentalis	25.00
48.	Hackberry, Netleaf	Celtis reticulata	25.00
49.	Hawthorn	Crataegus spp.	25.00
50.	Hercules Club	Zanthoxylum clava herculis	25.00
51.	Hickory, Bitternut	Carya cordiformis	25.00
52.	Hickory, Black	Carya texana	25.00
53.	Hickory, Mockernut	Carya tomentosa	25.00
54.	Hickory, Shagbark	Carya ovata	25.00
55.	Hickory, Water	Carya aquatica	25.00
56.	Holly, American	Ilex opaca	25.00
57.	Holly, Possumhaw	Ilex decidua	25.00
58.	Holly, Yaupon	Ilex vomitoria	25.00
59.	Honeylocust, Thornless	Gleditsia triacanthos v. inermis	25.00
60.	Hophornbeam, Eastern	Ostrya virginiana	25.00
61.	Hornbeam, American	Carpinus caroliniana	25.00
62.	Huisache	Acacia farnesiana	25.00
63.	Jacaranda	Jacaranda mimosifolia	25.00
64.	Jerusalem-Thorn	Parkinsonia aculeata	25.00
65.	Juniper, Alligator	Juniperus deppeana	25.00
66.	Juniper, Ashe	Juniperus ashei	25.00
67.	Juniper, Eastern Redcedar	Juniperus virginiana	25.00
68.	Juniper, Rocky Mountain	Juniperus scopulorum	25.00
69.	Locust, Black	Robinia pseudo-acacia	25.00
70.	Madrone, Texas	Arbutus texana	25.00
71.	Magnolia, Southern	Magnolia grandiflora	25.00
72.	Maple, Bigtooth	Acer grandidentatum	25.00
73.	Maple, Florida	Acer barbatum	25.00
74.	Maple, Japanese	Acer palmatum	25.00
75.	Maple, Red	Acer rubrum	25.00
76.	Maple, Silver	Acer saccharinum	25.00
77.	Mesquite, Honey	Prosopis glandulosa	25.00
78.	Mesquite, Screwbean	Prosopis pubescens	25.00
79.	Mimosa	Albizia julibrissin	25.00
80.	Mulberry, Red	Morus rubra	25.00
81.	Oak, Blackjack	Quercus marilandica	25.00
82.	Oak, Bluejack	Quercus incana	25.00
83.	Oak, Bur	Quercus macrocarpa	25.00
84.	Oak, Cherrybark	Quercus falcata v. pagodi	25.00
85.	Oak, Chinkapin	Quercus muehlenbergii	25.00
86.	Oak, Graves	Quercus gravesii	25.00
87.	Oak, Lacey	Quercus glaucoides	25.00
88.	Oak, Live	Quercus virginiana	25.00
89.	Oak, Mexican Blue	Quercus oblongifolia	25.00

90.	Oak, Mexican White	Quercus polymorpha	25.00
91.	Oak, Nutall	Quercus nutallii	25.00
92.	Oak, Overcup	Quercus lyrata	25.00
93.	Oak, Post	Quercus stellata	25.00
94.	Oak, Shumard	Quercus shumardii	25.00
95.	Oak, Southern Red	Quercus falcata	25.00
96.	Oak, Swamp Chestnut	Quercus michauxii	25.00
97.	Oak, Texas Red	Quercus buckleyi	25.00
98.	Oak, Water	Quercus nigra	25.00
99.	Oak, White	Quercus alba	25.00
100.	Oak, Willow	Quercus phellos	25.00
101.	Osage-Orange	Maclura pomifera	25.00
102.	Palm, Texas Sabal	Sabal texensis	25.00
103.	Palm, Washingtonia	Washingtonia filifera	25.00
104.	Palm, Windmill	Trachycarpus fortunei	25.00
105.	Paw Paw	Asimina triloba	25.00
106.	Pear, Callery	Pyrus calleryana	25.00
107.	Pecan	Carya illinoienses	25.00
108.	Persimmon, Texas	Diospyros texana	25.00
109.	Pine, Afghan	Pinus eldarica	25.00
110.	Pine, Aleppo	Pinus halapensis	25.00
111.	Pine, Austrian	Pinus nigra	25.00
112.	Pine, Italian Stone	Pinus pinea	25.00
113.	Pine, Japanese Black	Pinus thunbergii	25.00
114.	Pine, Loblolly	Pinus taeda	25.00
115.	Pine, Longleaf	Pinus palustris	25.00
116.	Pine, Mexican Pinyon	Pinus cembroides	25.00
117.	Pine, Pinyon	Pinus edulis	25.00
118.	Pine, Shortleaf	Pinus echinata	25.00
119.	Pine, Slash	Pinus elliotti	25.00
120.	Pistache, Chinese	Pistacia chinensis	25.00
121.	Pistache, Texas	Pistacia texana	25.00
122.	Plum, Mexican	Prunus mexicana	25.00
123.	Poison Ivy	Rhus radicans	25.00
124.	Redbud, Eastern	Cercis canadensis	25.00
125.	Redbud, Mexican	Cercis canadensis v. mexicana	25.00
126.	Redbud, Texas	Cercis canadensis v. texensis	25.00
127.	Sassafras	Sassafras albidum	25.00
128.	Silverbell, Two-winged	Halesia diptera	25.00
129.	Smoketree, American	Cotinus obovatus	25.00
130.	Soapberry, Western	Sapindus drummondii	25.00
131.	Sumac, Prairie Flameleaf	Rhus lanceolata	25.00
132.	Sumac, Winged / Smooth	Rhus copallinum	25.00
133.	Sweet Bay / Laurel	Laurus nobilis	25.00
134.	Sweetgum	Liquidambar styraciflua	25.00
135.	Sycamore, American	Platanus occidentalis	25.00
136.	Sycamore, Mexican	Platanus mexicana	25.00
137.	Texas Mountain-Laurel	Sophora secundiflora	25.00
138.	Tupelo, Black	Nyssa sylvatica	25.00
139.	Vitex	Vitex agnus-castus	25.00
140.	Walnut, Black	Juglans nigra	25.00
141.	Walnut, Texas	Juglans microcarpa	25.00
142.	Waxmyrtle	Myrica cerifera	25.00
143.	Willow, Black	Salix nigra	N/C
144.	Witch-Hazel	Hamamelis virginiana	N/C
145.	Zelkova, Japanese	Zelkova serrata	N/C

JOB TOTAL:

3550.00

ATTACHMENT A

TEXAS A&M FOREST SERVICE

PURCHASE ORDER

TERMS AND CONDITIONS

1. REQUIREMENTS OF AWARDED BID

- 1.1 Vendor must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Vendor must have price per unit shown. Unit prices shall govern in the event of extension errors.
- 1.3 Awarded bid was submitted to the Texas A&M Forest Service (TFS) on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids were not considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Awarded bid quoted F.O.B. destination, freight prepaid and allowed unless otherwise stated within the order.
- 1.6 Bid prices are to be firm for TFS acceptance for 60 days from opening date. Cash discounts offered will be taken if earned.
- 1.7 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by TFS Purchasing Office based on a written acceptable reason.
- 1.8 Purchases made for TFS are exempt from the State Sales tax and Federal Excise tax. Do not include tax in quotation. Excise Tax Exemption Certificate will be furnished by TFS upon request.
- 1.9 TFS reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the TFS.
- 1.10 Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.

2. SPECIFICATIONS

- 2.1 Vendor shall furnish items as specified by model or catalogue numbers, brand names or manufacture referenced on the purchase order.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 TFS will not be bound by any oral statement or representation contrary to the written specifications of this purchase order.
- 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the IFB.
3. **TIE BIDS**
Awards will be made in accordance with TAC Rule 20.36 (b) (3) and 20.38 (preferences).

4. DELIVERY

- 4.1 Delivery shall be within the quoted number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, vendor shall give written notice to TFS. Vendor must keep TFS advised at all times of order status. Default of promised delivery (without accepted reasons) or failure to meet specifications authorizes TFS to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 4.3 No substitutions permitted without TFS written approval.
- 4.4 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TFS.
- 4.5 Each shipment must be accompanied by a packing slip which shows the TFS Purchase Order number and the description, quantity shipped and any back-ordered quantity for each item shipped. Each package must be clearly marked with the destination address and TFS Purchase Order number.

5. INSPECTION AND TESTS

All goods will be subject to inspection and test by TFS. Authorized TFS personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the vendor in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the TFS' option, will be returned to the vendor or held for disposition at vendor's expense. Latent defects may result in revocation of acceptance.

6. AWARD OF CONTRACT AND FORCE MAJURE

A response to this IFB is an offer to contract based upon the terms, conditions and specifications contained herein. Bids do not become contracts until they are accepted through a TFS purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas, and as same may be amended. Any legal actions must be filed in Brazos County, Texas. The TFS may grant relief from performance of the contract if the vendor is prevented from compliance and performance by the act of war, order of legal authority, act of God, or other unavoidable causes not attributed to the fault or negligence of the contractor. To obtain release on Force Majeure, the vendor must file a written request to the TFS.

7. PAYMENT

Vendor shall submit one (1) copy of an itemized invoice referencing TFS Purchase Order number. TFS will incur no penalty for late payment if made in 30 or fewer days from receipt of goods or services and an uncontested invoice. **TFS will not be liable for payment of invoices received six (6) or more months after receipt of goods/services.**

8. PATENTS OR COPYRIGHTS

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

9. VENDOR ASSIGNMENTS

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

10. BIDDER AFFIRMATION

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

- 10.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted quotation.
- 10.2 The bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas.
- 10.3 Neither the bidder nor the firm, corporation, partnership or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws, (see Section 9 above) nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.4 Pursuant to Section 2155.004(a) Government Code the bidder has not received compensation for participation in the preparation of the specification for this IFB.
- 10.5 Pursuant to Section 231.006 (d), Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 10.6 Pursuant to Section 2155.004(b) Government Code the bidder certifies that the individual or business entity name in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.
- 10.7 The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution of performance of this contract.
- 10.8 Bidder agrees that any payment due under this contract will be applied towards eliminating any debt or delinquency, regardless of when it arises, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 10.9 Bidder certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, bidder will complete the following information in order for the bid to be evaluated:
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Bidder: _____
Date of Employment with Bidder: _____
- 10.10 Bidder agrees to comply with Government Code 2155.4441, pertaining to service contract use of products in the State of Texas.
- 10.11 Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

11. BUSINESS OWNERSHIP

Pursuant to Section 231.006 (c), Family Code, quotation must include name and Social Security Number of each person with at least 25% ownership of the business entity

submitting quotation. Bidders that have pre-registered this information on the TPASS Centralized Master Bidders List have satisfied the requirement. If not pre-registered, attach name & social security number for each person. Otherwise, information must be provided prior to award.

12. NOTE TO BIDDER

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

13. ALTERNATIVE DISPUTE RESOLUTION

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

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

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

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

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

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

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

14. PUBLIC DISCLOSURE

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

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

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

15. REHAB ACT, VEVRAA, SECTION 503

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

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

16. **Conflict of Interest.** By executing this Agreement, Contractor and each person signing on behalf of Contractor certifies, and in the case of a sole proprietorship, partnership or corporation, each party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.
17. **Prohibition on Contracts with Companies Boycotting Israel.** Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2270 applies to this Agreement, PROVIDER certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this Agreement. PROVIDER acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.
18. **Certification Regarding Business with Certain Countries and Organizations.** Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Contractor certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Contractor acknowledges this Agreement may be terminated if this certification is inaccurate.
19. **Prohibition on Contracts Related to Persons Involved in Human Trafficking.** Under Section 2155.0061, Government Code, the Contractor certifies that the individual or business entity named in this Agreement is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.