



CONTRACTING BRANCH | INFRASTRUCTURE DIVISION

4200 SMITH SCHOOL ROAD

AUSTIN, TEXAS 78744

## REQUEST FOR PROPOSALS

for electrical construction services including repairs, replacements and new installations on buildings and facilities located across the state of Texas

Multiple Award Indefinite Delivery / Indefinite Quantity (IDIQ)  
for Firm Fixed Price Construction Work Orders

Solicitation Number: 2025-ElectricConstruct-IDIQ  
NIGP Class/Item: 914-38

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Issue Date	July 24, 2025
Pre-Proposal Meeting	August 7, 2025 at 10:00am (Central)
Questions Due	August 12, 2025 by 2:00pm (Central)
Question/Answer, Addendum	August 15, 2025 (estimate date)
Response Due Date	August 26, 2025 by 2:00pm (Central)

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ATTENTION: It is the responsibility of all Offerors to monitor the Electronic State Business Daily (ESBD) website at <http://www.txsmartbuy.gov> to obtain the latest information prior to submitting a response. OFFEROR'S FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA MAY RESULT IN REJECTION OF THE PROPOSAL.

# Table of Contents

SECTION ONE – GENERAL INFORMATION & INSTRUCTIONS .....	4
1.01 Overview.....	4
1.02 Solicitation Method and Intent.....	4
1.03 Request for Proposals (RFP) Terms.....	4
1.04 Type of Contract and Contract Term.....	5
1.05 Minimum Qualifications .....	6
1.06 Evaluated Experience .....	7
1.07 Summary of the IDIQ Program.....	8
1.08 Work Order Assignment Procedures After Award .....	8
1.09 Selected Contractor Requirements .....	10
1.10 TPWD Responsibilities.....	13
1.11 Insurance.....	13
1.12 Bonds .....	13
1.13 Wage Rates .....	14
1.14 Retainage .....	14
1.15 Subcontracted Work .....	14
1.16 Delivery and Acceptance.....	14
1.17 Unsatisfactory Performance .....	15
1.18 HUB Subcontracting Plan .....	15
SECTION TWO – RESPONSE REQUIREMENTS .....	16
2.01 Schedule of Events.....	16
2.02 Pre-Proposal Conference (Online) .....	16
2.03 Inquiries and Interpretations During the Solicitation Period .....	16
2.04 Prohibited Communications .....	17
2.05 Public Information .....	17
2.06 Proposal Delivery and Handling .....	18
2.06 Opening of Proposals (Online) .....	18
SECTION THREE – SELECTION PROCESS .....	19
3.01 Evaluation General Information.....	19
3.02 Administrative Review by Contracting.....	19
3.03 Initial Evaluation.....	19

3.04	Oral Presentation .....	20
3.05	Negotiation.....	20
3.06	Award .....	20
3.07	Debriefing Request .....	21
3.08	Protest Procedure .....	21
3.09	Required Response Content.....	21
RESPONSE FORMS – QUALIFICATIONS AND PAST PERFORMANCE .....		22
EXHIBIT A – TPWD STATE PARKS REGIONAL MAP .....		56
EXHIBIT B– SAMPLE WORK ORDER SCOPE STATEMENTS (5) .....		57
EXHIBIT C– SAMPLE AGREEMENT BETWEEN OWNER AND CONTRACTOR.....		61
EXHIBIT D – OWNER’S INSURANCE REQUIREMENTS OF SELECTED CONTRACTOR.....		73
EXHIBIT E– SAMPLE WAGE RATES.....		74
EXHIBIT F– GENERAL TERMS AND CONDITIONS .....		79

## SECTION ONE – GENERAL INFORMATION & INSTRUCTIONS

### 1.01 Overview

The Texas Parks & Wildlife Department (“Owner”) is soliciting competitive sealed proposals to establish contracts for Indefinite Delivery/ Indefinite Quantity (“IDIQ”) electrical construction services including repairs, replacements and new installations, (“Services”) on buildings and facilities (“Facilities”) located across the state of Texas, in accordance with the Terms, Conditions and requirements set forth in this Request for Proposals (“RFP”). Each Offeror responding to this Request for Proposals (“RFP”) should be prepared and equipped to provide full service to the Owner in an expeditious and timely manner and on relatively short notice so as to enable the Owner to meet critical time deadlines and schedules as appropriate.

### 1.02 Solicitation Method and Intent

Owner desires to select Contractors on the basis of qualifications and other established criteria as set out in this Solicitation. This procurement complies with the state of Texas law, including Texas Government Code Title 10, Subtitle F, Chapter 2269, Subchapter D: Competitive Sealed Proposal Method and under the authority of Texas Parks and Wildlife Code §11.0171. Owner will review, compare and evaluate Proposals based upon the Evaluation Criteria and Weights published within this solicitation. Owner shall select the Contractors that offer best value to the Owner based on the evaluations and ranking.

Owner has a recurring need for electrical services at various Facilities throughout the state. The Facilities are located in six (6) geographic regions- reference *EXHIBIT A*. The goal of this RFP is to award multiple IDIQ contracts to vendors who have the capability and capacity to provide the desired Services within each region. No minimum compensation is guaranteed under these contracts.

Offerors may submit Proposals (“Response”) to be considered for one or more of the regions. Owner reserves the right to award a contract for any or all regions to which a response is provided, however, there is no guarantee of the award of any work assignments, hereinafter referred to as “Work Orders”.

See a sample Scope of Services that is typical of those that will be assigned as Work Orders pursuant to contracts awarded under this RFP in *EXHIBIT B- Sample Scopes of Work*.

### 1.03 Request for Proposals (RFP) Terms

- 1.03.1 Proposals submitted shall constitute an offer for a period of sixty (60) days or until selection is made by Owner, whichever occurs earlier. Once submitted, Proposals are irrevocable. Properly submitted Proposals will not be returned to the Offerors. Proposal and any other information submitted by Offerors in response to this RFP shall become the property of the Owner.
- 1.03.2 Owner reserves the right to reject any or all Proposals and to waive any minor informality in any response or solicitation procedure (a minor informality is one that does not affect the competitiveness of the Offerors).
- 1.03.3 Only individual firms or lawfully formed business organizations may submit proposals (This does not preclude an Offeror from using subcontractors.) The Owner will contract only with the individual firm(s) or formal organization(s) that submits a Proposal.
- 1.03.4 Any terms and conditions attached to a Proposal will not be considered unless specifically referred to in the Proposal.

- 1.03.5 By submitting its Proposal in response to this RFP, Offeror acknowledges and agrees that this RFP is a solicitation for Proposals and is not a contract or an offer to contract; the submission of a response by Offeror in response to this RFP will not create a contract between the Owner and Offeror; Owner makes no representations of any kind that an award will be made as a result of this RFP. The Owner reserves the right to accept or reject any or all Proposal, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFP when deemed to be in Owner's best interest.
- 1.03.6 By submitting its Proposals in response to this RFP, the Offeror accepts the evaluation process and acknowledges and accepts that determination of the "best value" will be made by the Owner. The evaluation of the Proposals shall be based on the requirements described in this RFP. This determination will require subjective judgments by the Owner.
- 1.03.7 No public disclosures or news releases pertaining to this solicitation shall be made without prior written approval of the Owner.

#### **1.04 Type of Contract and Contract Term**

- 1.04.1 Type of Contract: Any contract resulting from this solicitation will be in the form of the Owner's Agreement Between Owner and Contractor- reference *EXHIBIT C*. The initial agreement will have no monetary value and because of the undetermined nature of the need for services, there is no guarantee of project assignments to the offerors selected. The agreement is contingent upon the continued availability of funding. If funds become unavailable due to lack of appropriations, legislative budget cuts, amendment of the Appropriations Act, state agency considerations, or any other disruption of current appropriations, provisions of *Article 9.3* in the Agreement shall apply. It is the responsibility of each Offeror to carefully review all content, Forms and Exhibits of this RFP.
- 1.04.2 Conditions of Contract: Any contract resulting from this solicitation will be governed by the contract documents and shall include the General Terms and Conditions- *EXHIBIT F*.
- 1.04.3 Initial Contract Term: The contract shall commence on Date of Award and continue through an initial one (1) year term, unless sooner terminated under the terms of the contract. To remain valid, all qualifications must be updated by the selected firm to reflect any significant changes in the Contractor(s) ownership, structure, method of operation, or when requested by TPWD.
- 1.04.4 Renewal Option: Contract may be renewed for up to three (3) additional twelve-month periods, provided both parties agree in writing prior to contract expiration date. Any renewals shall be in accordance with the original terms and conditions and at the rates specified in the contract. Contractor may request a change to its hourly billing rates for Owner's consideration. The request must be made in writing, a minimum of sixty (60) days prior to renewal.
- 1.04.5 Contract Extensions: In the event that the contract(s), if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, the Owner may, with the written consent of the awarded Contractor(s), extend the contract for a period of time as may be necessary to permit TPWD continued supply of the identified services, not to exceed a twelve month extension period. Any extensions shall be at the same terms and conditions, plus any approved changes.
- 1.04.6 Contract Completion: The performance period under any subsequent contract shall commence upon the effective date of the agreement and shall remain in effect until such time as the services acquired in conjunction with this solicitation and resulting contract have been delivered and/or completed, and accepted by TPWD's authorized representative, and will then remain in effect until completion of the expressed and/or implied warranty periods.

- 1.04.7 Contract in Effect through all Work Orders: The contract shall remain in full force and effect for the period required for the completion of any and all Work Order(s), including required extensions thereto, unless terminated pursuant to the provisions of this Agreement.
- 1.04.8 Modifications: The contract may be amended in writing by mutual consent of both parties.
- 1.04.9 Quantities: Successful Offerors will provide the Services described in this RFP on a no-minimum, as needed, as requested basis. The resulting contract awards do not guarantee volume or a commitment of funds. Owner shall request services on an as-needed basis. Once a Work Order is negotiated, the final work order proposal is a Firm Fixed Price (FFP) throughout the Work Order term as requested and authorized by Owner. No payments may be approved or made prior to Owner's written acceptance as provided in the Contract.
- 1.04.10 TPWD anticipates the maximum aggregate contract price to be Four Million dollars (\$4,000,000.00) during the base period and optional renewal periods and as a sum across all awarded contracts. TPWD does not guarantee the number of projects, work orders or dollar values of the projects allocated for each contract. However, no individual Work Order may reach or exceed \$100,000.00 in value. TPWD reserves the right to exceed the Maximum Aggregate Contract Price at any time during the Contract term, including any renewal term.
- 1.04.11 Termination: The contract shall terminate upon full performance of all requirements contained in the contract, unless otherwise extended or renewed, as provided in accordance with the contract terms and conditions.

## **1.05 Minimum Qualifications**

Offerors must possess the minimum qualifications established here to perform work under this IDIQ program. Proposals that do not communicate these minimum qualifications, as deemed by Evaluators, will be disqualified. Awarded contractors must maintain these qualifications through the term of the awarded contract.

These minimum qualifications are as follows:

- 1.05.1 LENGTH OF EXPERIENCE: Offeror shall be regularly engaged in the business of electrical renovations, replacements, repairs, installations and commissioning for a minimum of five (5) years and shall have performed services similar in type and quantity to those described in this RFP. NOTE: Recent start-up businesses do not meet the requirements of this solicitation. A start-up business is defined as a new company that has no previous operations history or expertise in the relevant business and is not affiliated with a company that has that history of expertise.
- 1.05.2 LICENSURE: Offeror must have and retain all required licenses to perform electrical construction work in the State of Texas. Awarded contractors must maintain the required licenses through the term of the awarded contract.

All electrical work under this program is to be directly overseen by a Master Electrician licensed by the Texas Department of Licensing and Regulation (TDLR). Thereby, the identity, qualifications, and experience of Master Electrician(s) who will oversee Work Orders must be included in the Proposal.

Journey-level and Apprentice electricians may also deliver project work as overseen by a Master, but these level staff must also process a TDLR electrician's license.

Apprentice electricians may be used to deliver Work Orders but must be under direct supervision at all times while working on a Parks and Wildlife project. This supervision must be provided by an electrician at the Journey-level or higher.

- 1.05.3 COORDINATION WITH ELECTRICAL ENGINEER: Offeror shall have direct experience engaging the services of a licensed electrical engineer to prepare certified, sealed construction drawings and specifications needed for electrical services construction in the State of Texas.
- 1.05.4 INSURANCE: Offeror must be able to obtain all required insurances described in this RFP, as necessary to perform construction Work Orders that are typical of this IDIQ program. Awarded contractors must maintain the required insurance coverages throughout the term of the awarded contract.
- 1.05.5 FINANCIAL STANDING: Offeror shall be in good financial standing. The Owner reserves the right to request a copy of the Offeror's audited or un-audited financial statement.
- 1.05.6 Out-of-state vendors doing business in Texas shall have a Certificate of Authority to do business in Texas.

## **1.06 Evaluated Experience**

Proposals shall present sufficient detail to demonstrate that the Offeror is qualified to manage the type of work that will be assigned under the contract award. Proposal scores reflect Evaluators' assessment of the degree to which an Offeror demonstrates these qualifications. Evaluated qualifications include but are not limited to:

- 1.06.1 CAPACITY: Offeror shall have available the qualified personnel, organizational supports, facilities, and equipment necessary to fulfill all requirements described in this RFP, any resulting contract, and subsequent Work Orders that are typical of this IDIQ program.
- 1.06.2 SPECIFIC SKILLS:
- Read, interpret and apply information contained in blueprints, schematics, construction drawings, technical diagrams, specifications, and other equipment documentation;
  - Engage the services of an electrical engineer;
  - Align work to conform to the directives of an electrical engineer;
  - Understand and adhere to current NEC codes, NFPA codes, and Building Codes;
  - Survey existing electrical site conditions and As Built plans and documents;
  - Troubleshoot and identify electrical problems and provide recommended solutions for Owner consideration;
  - Inspect, install, and/or repair electrical gear such as transformers, transfer switches, panel boards, breaker panels and switchgear. This includes both single and three-phase equipment in 480VAC, 227VAC, 208VAC and 240/120VAC systems;
  - Properly install conduit systems, including PVC (electrical rated), EMT, and rigid galvanized systems with proper bending/mounting techniques and sealing where required. This includes both underground and above ground systems;
  - Troubleshoot, install and/or repair single and three-phase electric motors and motor control equipment including soft start systems and variable frequency drives;
  - Troubleshoot, install and/or repair backup power distribution equipment such as gasoline, diesel and propane generators and transfer switches, as well as UPS systems and ancillary equipment;
  - Install or repair grounding systems per code, including exothermic welding where required. In addition,
  - Offeror shall be able to perform ground resistance testing and document results for Owner;
  - Perform insulation resistance testing (megger testing) on electrical conductors and provide Owner with test results when required.
  - Perform on public works contracts in which the Owner is a governmental entity (state, federal, municipal).

- Prepare construction cost quotes;
- Sequencing construction work and developing work schedules;
- Source and procure building materials;
- Propose construction cost reduction strategies;
- Collect field data through site visits;
- Calculate work and material quantities;
- Coordinate work across multiple staff and/or trades;
- Communicate work progress throughout various phases of work to an Owner and stakeholder team.

1.06.3 QUALITY ASSURANCE and CONTROL: Offeror shall be skilled in establishing and maintaining a comprehensive quality assurance and control program in order to assure themselves and TPWD that all materials and workmanship are in strict accordance with the provisions of the specifications.

## 1.07 Summary of the IDIQ Program

Through the IDIQ program, Owner aims to address numerous repairs and construction needs at Texas Parks and Wildlife Department properties that include state parks, wildlife management areas, fisheries, administrative offices, employee housing and other facility types. The State Parks Division is the largest division within Texas Parks and Wildlife Departments with 96 state parks, state natural areas, and state historic sites throughout the state. These sites include a range of assets including restrooms, showers, residences, cabins, camping sites, piers, docks, restaurants, retail stores, water and wastewater treatment plants, lift stations, parking facilities, trailhead stations, and more.

Due to the age and condition of the Department facility inventory, a significant portion of funds earmarked for minor construction and repairs are allocated to electrical repairs and upgrades necessary to achieve code compliance.

Construction tasks anticipated for this program include a range of services to accomplish electrical repairs, replacements and new installations. After the award of IDIQ contracts under this RFP, project assignments for these services are distributed to awarded to IDIQ Contractors as Work Orders. See a detailed explanation of the Work Order assignment process in RFP *Section 1.08- Work Order Assignment Procedures After Award*.

The services solicited in this RFP may be funded through allocations from federal and/or state funding sources and shall be performed in accordance with all applicable federal, state, and local laws.

Assigned work may contain all or any aspect listed in RFP *Section 1.06 Evaluated Experience; Subsection 1.06.2- Specific Skills*.

Owner requires Offerors to furnish all labor, equipment, transportation, supervision, materials, supplies and incidentals to provide repairs, replacements, installations, start-up, and other services associated with these Work Orders at facilities throughout the state in accordance with terms, specifications, conditions, and provisions of this solicitation. Projects assigned under any Contract resulting from this RFP shall be considered “turnkey” and will vary in size and quantity. Services provided will supplement Owner’s internal resources.

## 1.08 Work Order Assignment Procedures After Award

1.08.1 As specific projects are identified, the Owner will develop a project Scope of Work and select an awarded contractor for each project by one of the following methods:



- (a) issue a Request for Work Order Proposal (RWOP) to a single Contractor selected from the Qualified Contractor List based on contractor's skills and expertise for the designated service and contractor's availability; or
- (b) issue RWOPs to multiple awarded Contractor(s) for a specific project to allow the Owner to compare pricing, schedule and other factors proposed by each Contractor.

Each Work Order will be awarded to the Contractor determined to provide best value to the Owner. It is the Owner's sole discretion to determine best value.

Work Orders shall be issued in the form of a purchase order.

- 1.08.2 The Owner will provide Contractors with the opportunity to accept and/or reject project assignment. If a Contractor fails to notify the Owner by email of project acceptance within twenty-four (24) hours, the Owner may withdraw the Request for Work Order Proposal and proceed with the next contractor to avoid delay of the project.
- 1.08.3 The invited Contractor(s) is encouraged and may be required to visit the work site to attend a scheduled pre-proposal meeting. Contractors' travel and related expenses for pre-proposal meeting shall be at the contractor's expense and will not be reimbursed. Contractor shall be responsible for costs associated with the preparation of proposals. Travel, labor and materials will not be reimbursed.
- 1.08.4 Within five (5) working days following the site visit, if scheduled, the Contractor shall submit comments, questions, or requests for clarification that may arise from review of project information or information obtained during the site visit. When all review comments, questions and clarifications are resolved, the Owner's Purchaser shall provide the Contractor with a written summary of question responses and clarifications. This notice may include revisions to the proposal due date if an extension is determined to be necessary.
- 1.08.5 With each Request for Work Order Proposal the Contractor may be provided the following information:
  - a. project title and number
  - b. date of request
  - c. date proposal is due
  - d. scope of work/statement of work
  - e. project specific drawings
  - f. project specific specifications
  - g. statement of current adopted building codes that must be followed
  - h. anticipated completion schedule or relevant performance milestones/dates
  - i. record drawings
  - j. special instructions or conditions
  - k. samples
- 1.08.6 The Owner shall receive the invited Contractor(s) proposal for the project by a predetermined date and time stated on the request. The project proposal shall include:
  - Narrative description of the Contractor's understanding of the project scope of work;
  - Detailed statement of the services anticipated for the project;

- Fee Proposal detailing all cost for providing the Services as a breakdown of costs shown in an Owner-provided "Work Order Pricing Workbook"-- an enabled spreadsheet (Excel).
- Documentation to support proposed costs, such as material supplier quotes;
- Statement of a firm, fixed price derived from the Fee Proposal that encompasses all expenses associated with the project, to include but not limited to, labor, equipment, materials, travel, bonds, insurance, etc.;
- Technical proposal with supporting documentation including approach, applicable material and equipment specifications, calculations and working drawings or sketches with dimensions, if necessary to render the proposed work clear;
- Construction Schedule reflecting critical path to complete the specified scope of work;
- Contractor's assigned project manager and contact information;

1.08.8 Costs may be included in the Contractor's fee proposal for personnel travel expected to be incurred through active performance of the Work Order. Travel costs can only be proposed for the Work Order if the traveling distance is greater than 50 miles one-way from the staff member's duty point. Mileage, lodging or per diem may not exceed rates allowed by the U.S. General Services Administration (GSA) for the work location, and those GSA rates in place the time of the Work Order proposal shall be used. *NOTE: this section describes travel costs for active performance of an awarded Work Order. As established in RFP Section 1.08.3, costs for travel that are incurred prior to a Work Order award for a pre-proposal meeting or site visit to observe conditions are at the Contractor's expense and will not be reimbursed.*

1.08.7 The Owner will review Contractor's Proposal and negotiate any changes, clarifications, or modifications thereto. The Contractor shall submit a revised Proposal incorporating any changes, clarifications, or modifications made in the review process. The Owner may accept, reject, or seek modification of any Proposal.

1.08.8 The Owner will evaluate proposal(s) and select a contractor determined to provide the best value. Awarded Contractor(s) shall be responsible for all expenses associated with the work identified in the Work Order including but not limited to insurance, bonds, labor, equipment, materials, travel, etc. at the firm fixed price.

## **1.09 Selected Contractor Requirements**

1.09.1 The successful Respondents shall abide by all terms, conditions and requirements in this RFP as well as all attached and referenced documents, including the Terms and Conditions (T&Cs), Addenda, etc., as such documents form a part of this RFP.

1.09.2 The successful Respondents must adhere to all TPWD standards, guidelines, rules and regulations in providing materials and/or services in conjunction with any Contract resulting from this RFP. For the life of any Contract resulting from this RFP, standards, guidelines, rules and regulations may be updated – such updates shall become a part of any Contract resulting from this RFP. No changes to the successful Respondent's cost proposal will be allowed when such changes occur.

1.09.3 Selected Contractors shall conduct all services under the awarded contract by and through appropriate communications with TPWD. No work, installation or other services shall be undertaken by the Contractor except with the prior written authorization by TPWD. Contractor understands and agrees that work, installation or other service performed without prior written authorization of the TPWD is work outside the scope of this contract and shall be performed exclusively at Contractor's risk.

1.09.4 Selected Contractors are required to respond to Work Order requirements located in the geographic areas covered by their proposal, however, if there are extenuating circumstances that prevent a selected Contractor from submitting a proposal, the Contractor will inform the Contract Manager and provide a reason for non-submission of proposal in writing.

- 1.09.5 Each Work Order shall identify any Owner provided materials or facilities as applicable.
- 1.09.6 Prior to issuance of the first Work Order for an individual project, TPWD will conduct a conference to acquaint the Contractor with TPWD policies and procedures that are to be observed during the prosecution of the work. This conference aims to ensure an understanding of relative to the administration of both the overall Agreement and individual Work Orders.
- 1.09.7 Selected Contractors agree to provide a variety of services including, but not limited to, cost estimating, planning, construction and maintenance and scheduling while performing construction and repair projects throughout the state.
- 1.09.8 On any Work Order valued over \$8,000.00 and/or as TPWD shall indicate in the designated Scope of Work for the Work Order, the Contractor shall engage the services of a licensed, professional engineer to provide signed and sealed electrical design for the work. Fees for the engineer that are negotiated and awarded to the Work Order purchase shall be paid to the Contractor.
- 1.09.9 On any Work Order for which TPWD identifies as supported using federal funds, selected Contractors shall comply with the Build America, Buy America requirements. The Texas Parks and Wildlife Department requires Contractors to use iron, steel, manufactured products, and construction materials that are produced in the United States in a manner that complies with the Build America, Buy America (BABA) requirement for federally funded projects that involve construction, alteration, maintenance, or repairs (Per the Infrastructure Investment and Jobs Act passed November 15, 2021). For more information about BABA requirements and authorization, visit the White House website: [Build America, Buy America Act – Office of Acquisition Management - U.S. Department of Commerce](#). In responding to a Work Order for a project that is supported by federal funds, Contractors will be required to submit a signed Build America, Buy America Certification Form acknowledging their intent to comply with Federal requirements.
- 1.09.9 Selected Contractors shall comply with the U.S. Department of the Interior Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying. In responding to a Work Order for a project that is supported by federal funds, Contractors will be required to submit a signed USDOJ Form DI-2010 acknowledging their intent to comply with Federal requirements.
- 1.09.10 Selected Contractor(s) shall furnish all labor, materials, tools, supplies, equipment, transportation, insurance, bonds, subcontracts, supervision, management, reports, incidentals, quality assurance and control, and shall perform all operations necessary and required for construction management and construction work as defined in each Work Order.
- 1.09.11 Contractor is responsible for all materials and equipment stored at the work site.
- 1.09.12 Contractor shall keep the premises clean on a continual basis and is responsible for the prompt removal of all debris, litter, waste materials, and rubbish regularly throughout the performance of the Work Order.
- 1.09.13 Contractor shall be solely responsible for the safe operation of all equipment used and for the safety of all personnel employed by or under contract with the Contractor.
- 1.09.14 Contractor shall be solely responsible for any damage attributable to Contractor's operation. Contractor, at its own expense, shall repair any such damage immediately. The repair work is subject to acceptance by TPWD.
- 1.09.15 Contractor shall be solely responsible for maintaining safety at all work sites. Contractor shall take all reasonable steps to ensure safety for both workers and the public, including traffic control.
- 1.09.16 Contractor may be permitted to leave heavy equipment onsite per TPWD staff's direction. TPWD will not be responsible for contractor equipment left onsite.

- 1.09.17 Contractor shall submit with reasonable promptness and in orderly sequence all shop drawings, samples or other information required by the contract documents.
- 1.09.18 Selected Contractor(s) is responsible for all costs incurred in the performance of the Work Order.
- 1.09.19 Individual Work Order conferences will be held for all Work Order projects. During this meeting the Contractor and Owner's Designated Representative shall agree on a sequence of procedure; means of access to premises and building(s); storage areas for materials and equipment; delivery of materials, use of approaches; use of corridors, and similar means of communication and the location of restrooms for Contractor's employees and the like.
- 1.09.20 Contractor shall comply with project specific requirements as specified in individual Work Orders. Normal operational hours are approximately 7:00 AM to 5:00 PM Central Standard Time, Monday through Friday excluding Federal Holidays. Emergency services may be performed as required after normal business hours or during Federal Holidays.
- 1.09.21 All shipments of materials, equipment and/or supplies shall be addressed to the Contractor and not to the facility/site for the Work Order.
- 1.09.22 Owner singularly identifies each Work Order with a number at time of award. The number is a unique identifier to purposely and permanently represent an awarded Work Order. This number is to be referenced on all official communication starting upon Notice of Award i.e. subject line of email correspondence shall begin with this number.
- 1.09.23 For each Work Order the Contractor shall be issued a Notice to Proceed and the work shall begin within (10) calendar days of the notice to proceed. Commence work includes ordering materials, mobilization, and work on site.
- 1.09.24 Contractor shall comply with all requirements of any Construction Materials Testing (CMT) ordered by TPWD and shall coordinate with TPWD's selected CMT firm for required testing and observation services.
- 1.09.25 Selected Contractor(s) shall comply with all laws, ordinances, statutes and regulations pertaining to the services requested herein, and shall obtain such permits, licenses or other authorizations as may be required.
- 1.09.26 Selected Contractor(s) shall provide full documentation to TPWD of all work, including, but not limited to field measurements and calculations for all work order line-item cost estimate quantities, weekly meetings notes/minutes during construction, inspection reports, a comprehensive monthly summary report including status of Work Orders, punch-list reports, as-built drawings and other related items, as needed.
- 1.09.27 State Sales Tax: Purchases made for State of Texas use are exempt from the state sales tax and federal excise tax. TPWD will furnish Tax Exemption Certificates upon request. The Contractor represents and warrants that it shall pay all taxes or similar accounts resulting from the contract, including, but not limited to, any federal, state, or local income, sales, or excise taxes of Contractor or its employees. TPWD shall not be liable for any taxes resulting from this Contract.
- 1.09.28 Selected Contractor(s) shall comply with applicable provisions of Chapter 34, Rules 3.291 and 3.357 of the Texas Administrative Code, or other procedures as may be prescribed by the State Comptroller of Public Accounts. Refer to UGC, Article 2.
- 1.09.29 Selected Contractor(s) shall repair all defects in materials, equipment or workmanship appearing within the year from the date of acceptance and/or final completion of the work as a whole.
- 1.09.30 At its option, Owner may administer its design and construction management through an Internet-based Construction Management Software System. In such cases, Contractor(s) shall conduct

communication through this media and perform all Work Order project related functions utilizing this system. This includes correspondence, submittals, requests for information, payment vouchers and processing, amendment, change orders and other administrative activities. When used, Owner shall administer the software, make the software accessible via the internet to the project team members, and provide training to the project team members.

- 1.09.31 For Work Orders performed at TPWD's Austin Headquarters Complex and annexes, TPWD will run criminal background checks for all persons working at the Complex buildings. TPWD conducts background checks at its own expense. Individuals; criminal background results must be approved by TPWD for work at the site before persons are present on-site. Depending on staff workload, most background checks can be completed in approximately one week. Details of badging requirements are conveyed to the Contractor during the Pre-Construction meeting, following award of a Work Order.

## **1.10 TPWD Responsibilities**

- 1.10.1 TPWD will designate a Project Manager to oversee each Work Order performed under a resulting contract. The Project Manager shall serve as the Owner's Designated Representative.
- 1.10.2 TPWD shall provide an Inspector to review completed work and issue final acceptance when the work meets with all approvals.
- 1.10.3 If necessary for specific as Work Order and as will be noted in the designated Scope for that Work Order, TPWD will provide for standard Construction Material Testing services.
- 1.10.4 No additional material, labor, equipment, or facilities will be provided by TPWD for this contract.
- 1.10.5 Contract Administration: TPWD will monitor the successful Respondent's progress and performance and ensure services conform to the established specifications and requirements. At the conclusion of the work orders or contract term, TPWD will complete a vendor performance form assessing the output and outcome measures and compliance with the terms and conditions of the contract.
- 1.10.6 Any issues identified by TPWD involving an awarded Contractor's proficiency or productivity may be considered as a cause for termination.

## **1.11 Insurance**

- 1.11.1 Respondents shall procure, carry and maintain during the entire period of their performance under this contract the minimum insurance as specified *EXHIBIT D*.
- 1.11.2 The required coverage is to be with companies licensed in the state of Texas, with an "A" rating from A.M. Best, and authorized to provide the corresponding coverage.
- 1.11.3 Proof of insurance shall be submitted by the successful Respondent within ten (10) days of receipt of Notice of Intent to Award Contract. Respondent shall furnish to TPWD, for approval, a certificate of insurance as proof that the required insurance is in full force and effect. The certificate of insurance shall be sent to: Infrastructure Division, Texas Parks & Wildlife Department, 4200 Smith School Road, Austin, Texas 78744; or may be emailed [INFcontracting@tpwd.texas.gov](mailto:INFcontracting@tpwd.texas.gov).

## **1.12 Bonds**

TPWD does not anticipate awarding Work Orders that equal or exceed a price that will require provision of a Performance or Payment Bond. Any need for bonds on an individual project shall be communicated through that project's designated Request for Work Order Proposal.

### **1.13 Wage Rates**

- 1.13.1 Duty to Pay Prevailing Wage Rates: Pursuant to Tex. Gov't Code § 2258, Contractor shall not pay less than the wage scale of the various classes of labor as shown on the prevailing wage schedule provided by TPWD. Sample document shown as *EXHIBIT E- Wage Rates*. The specified wage rates are minimum rates only. TPWD is not bound to pay any claims for additional compensation made by any Contractor because the Contractor pays wages in excess of the applicable minimum rate contained in the Contract. The prevailing wage schedule is not a representation that qualified labor adequate to perform the Work is available locally at the prevailing wage rates.
- 1.13.2 Penalty for Violation: Contractor, and any Subcontractor, will pay to the State a penalty of sixty dollars (\$60) for each worker employed for each day, or portion thereof, that the worker is paid less than the wage rates stipulated in the prevailing wage schedule

### **1.14 Retainage**

TPWD reserves the right to withhold retainage of the contract price on in the amount of ten percent (10%) of Work Orders less than One Hundred Thousand Dollars (< \$100,000.00) until all work is accepted and warranty or equipment operation and maintenance documents are in hand, if applicable. This includes required original Contractor provided installation letters on its letterhead, applicable material manufacturer industry standard warranties, any equipment operation and maintenance manuals, or other project inclusive documentation for the respective trades associated with this project.

### **1.15 Subcontracted Work**

Subcontractors providing services under the Contract shall meet the same requirements and level of experience as required of the Offeror. No subcontract under the Contract shall relieve the primary Contractor of responsibility for the service. Additional conditions for subcontractors are included in *EXHIBIT F – General Terms and Conditions*. If the Contractor uses a subcontractor for any or all of the work required, subcontracting shall be at the Contractor's expense. TPWD retains the right to check subcontractor's background and make determination to approve or reject the use of submitted subcontractors.

The Contractor shall be the only contact for TPWD and subcontractors. Contractor shall list a designated point of contact for all TPWD and subcontractor inquiries.

### **1.16 Delivery and Acceptance**

- 1.16.1 Project Completion Time, Liquidated Damages: Contractor must perform work within the timeframe agreed upon by TPWD and the Contractor. If Contractor cannot perform the work within the timeframe stated, Contractor may be subject to liquidated damages as a reasonable estimate of just compensation to TPWD for failure of the Contractor to complete the work within the required timeframe. Liquidated damages will be deducted from the money due or to become due to the Contractor. Additional conditions for subcontractors are included in *EXHIBIT F – General Terms and Conditions*.
- 1.16.2 Project Delays: If a delay is foreseen, Contractor shall give written notice to TPWD. Default in promised Completion without accepted reasons or failure to meet specifications authorizes TPWD to purchase services of this Contract elsewhere and charge any increased costs for the services, including the cost of re-soliciting, to the Contractor. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work.

1.16.3 Acceptance: All services performed will be subject to Owner inspection upon completion. Acceptance inspection will not take more than five (5) working days, weather permitting. Contractor will be notified within this time frame of any work not delivered in full compliance with the contract.

## **1.17 Unsatisfactory Performance**

If Contractor fails to maintain an acceptable level of service, or if in the judgement of TPWD Contractor's methods are not adequate to ensure completion of all required services, the TPWD Project Manager may direct Contractor, at no additional cost to TPWD, to revise work schedules or manpower/man-hours to ensure completion of services. Failure to perform any of the obligations in the Contract may be considered nonperformance of services and may result in informal corrective action, formal corrective action, withholding of payment and/or termination of the contract.

TPWD may consider the following levels of performance by Contractor as unsatisfactory. An unsatisfactory performance determination may include, but is not limited to the following:

- Leaving site in a messy or unsafe condition;
- Improper installation of materials;
- Lack of effective communication with TPWD;
- Substandard workmanship or failure to meet specified standards;
- Use of inferior materials;
- Incomplete or inaccurate record-keeping;
- Inability to submit proper project documentation and reporting;

Any work rejected by TPWD shall be corrected at the expense of the Contractor.

## **1.18 HUB Subcontracting Plan**

1.18.1 It is the policy of TPWD to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. In accordance with Chapter 2161 of the Texas Government Code and Title 34 of the Texas Administrative Code, state agencies must make a good faith effort to utilize HUBs in contracts for construction services. *Individual Work Orders issued under this IDIQ program are not to equal or exceed \$100,000.00 and subcontracting opportunities are not probable. Thereby, TPWD has determined that HUB Subcontracting Plans will not be required with any Work Order issued pursuant to this IDIQ program.*



## SECTION TWO – RESPONSE REQUIREMENTS

### 2.01 Schedule of Events

TPWD intends to proceed according to the following schedule. TPWD reserves the right to change the dates in the schedule of events. These dates represent a tentative schedule of events and are subject to change at TPWD's sole discretion and without advance notice. Substantive changes to the schedule will be communicated to prospective Offerors as an Addendum posted on the Electronic State Business Daily.

Event	Date/Time
RFP Issue Date	July 24, 2025
Pre-Proposal Conference (teleconference)	August 7, 2025 at 10:00 AM (CT)
Questions Due	August 12, 2025 at 2:00 PM (CT)
Question Response/Addendum (estimated)	August 15, 2025
Response Due Date	August 26, 2025, at 2:00 PM (CT)
Public Opening of Responses (teleconference)	August 26, 2025 at 2:30 PM (CT)
Evaluation Period	August 27 – September 23, 2025
Oral Presentations (if deemed necessary)	September 29 – October 1, 2025
Expected Contract Award Date	November 7, 2025

### 2.02 Pre-Proposal Conference (Online)

The Texas Parks and Wildlife Department hereafter referred to as Owner will host a pre-proposal conference at 10:00 AM CST, Thursday, August 7, 2025. Although the pre-proposal conference is not mandatory, prospective Offerors are strongly encouraged to attend as important information regarding proposal submittal requirements and an overview of the program will be discussed.

Conference will be conducted using Microsoft® Teams. Prospective Offerors must register to receive an invitation to the conference using this link: <https://events.qcc.teams.microsoft.com/event/e60aca0f-c98a-465e-b1ac-650ee1141f07@7864fda7-62ad-47ec-81ec-323266e3a35f>

Following the conference, the PowerPoint™ presentation will be posted to the solicitation on the Electronic State Business Daily.

For additional information regarding this conference, you may contact the designated Authorized Contact Person listed in [Section II, Subsection 2.03.1](#).

### 2.03 Inquiries and Interpretations During the Solicitation Period

2.03.1 Contact: All requests, questions, or other communications about this RFP shall be made in writing to TPWD's Infrastructure Contracting Branch, addressed to the following person:

Primary Point of Contact: Nicole Chupka, CTCD | CTCM, Contract Manager  
Email: [nicole.chupka@tpwd.texas.gov](mailto:nicole.chupka@tpwd.texas.gov)  
  
TPWD | Infrastructure Division  
4800 Smith School Road  
Austin, Texas 78744

If a response to an inquiry has not been received within seventy-two (72) business hours, forward the inquiry to [infcontracting@tpwd.texas.gov](mailto:infcontracting@tpwd.texas.gov).



- 2.03.2 Clarifications: TPWD reserves the right to issue addenda at any time prior to the deadline for receipt of proposals. Interpretations or in any other form, including oral statements, will not be binding and should not be relied on when preparing responses to this solicitation. TPWD will allow written requests for clarification of this solicitation. Questions may be e-mailed to the point-of-contact listed in Section II, Subsection 2.03.1. Questions should be submitted in the following format: a) Reference the Solicitation number; b) Reference the Section number, Page number, Paragraph number, and Text of passage being questioned; and c) Question.
- 2.03.3 Deadline for Submission of Questions: To provide TPWD with sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted by the deadline specified in Section II, Subsection 2.01.
- 2.03.4 Answers to Questions: The target date for answering questions is within six business days after deadline for questions. Official answers will be posted as an addendum to this solicitation on the Electronic State Business Daily at <http://www.txsmartbuy.com/esbd>. Respondent names will be removed from questions in the responses released. TPWD reserves the right to amend answers prior to the proposal submission deadline.

## **2.04 Prohibited Communications**

Upon issuance of this solicitation, the Owner, its representative(s), or partners will not answer questions or otherwise discuss the contents of this solicitation with any potential Offeror or their representatives(s), except for the written inquiries described in Section II, Subsection 2.03. Attempts to ask questions by phone or in person will not be allowed or recognized as valid.

Failure to observe this restriction may disqualify Offeror. Offeror shall rely only on written statements issued through or by the Owner's contracting staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

## **2.05 Public Information**

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after award of a Contract. However, certain information may be confidential and fall under an exception to disclosure under the Public Information Act such as proprietary information, trade secrets, and certain commercial and financial information where disclosure might cause "substantial competitive harm to your business." If the Offeror believes that his response to this solicitation contains confidential information in those categories, the Offeror must specifically document this at the top or bottom of each page that contains the information the Offeror considers confidential. The Offeror's documentation must include a statement that confidential information is contained on that page, refer to its exact location on the page, and describe the specific nature of the exception to the Texas Public Information Act that the Offeror believes applies to this information, i.e. copyrighted, trade secret, proprietary, financial etc. A general disclaimer that the Offeror's response contains confidential information will not be sufficient to meet this requirement. If such documentation is not provided, the Owner will assume that all information provided in the response to this solicitation is disclosable under the Act.

The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFP information.

## 2.06 Proposal Delivery and Handling

Below is a summary of required proposal information. Proposals submitted without this information will be evaluated accordingly. All responses will be evaluated on the completeness and quality of the content. Only those respondents providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail. TPWD reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

- 2.06.1 Telephone, and facsimile proposals are NOT an acceptable response to an RFP.
- 2.06.2 E-mail submittals are required for this solicitation: submit response to [nicole.chupka@tpwd.texas.gov](mailto:nicole.chupka@tpwd.texas.gov) with courtesy copy to [infcontracting@tpwd.texas.gov](mailto:infcontracting@tpwd.texas.gov).
- 2.06.3 Subject line shall include: "RFP 2025 Electrical Construction IDIQ".
- 2.06.4 It is the responsibility of the Respondent to ensure that their proposal is received by TPWD prior to the time and date indicated.
- 2.06.5 Respondents shall submit **one (1)** PDF of the Proposal inclusive of all exhibits and addenda, with Proposal Submission Forms final page (Affirmations) signed in ink.
  - 2.06.5.1 Include **one (1)** PDF copy of the proposal inclusive of all exhibits and addenda.
  - 2.06.5.2 Proposals may include a cover letter, not to exceed one (1) single-sided page that includes a single point of contact along with contact information for the purposes of this solicitation.
  - 2.06.5.3 Proposal should be formatted for 8 ½ x 11-inch page size.
  - 2.06.5.4 The minimum font size for all text in the Proposal shall be no less than 9 point.
  - 2.06.5.5 Proposals should be paginated and contain a full table of contents.
- 2.06.6 Respondents must submit only material directly pertinent to the requirements of this solicitation. Extraneous narrative, elaborate brochures, public relations material, and other similar documents may not be submitted.
- 2.06.7 Each proposal must be completed and signed by person(s) authorized to bind individual, partnership, firm, corporation, or any other legal entity submitting the proposal.
- 2.06.8 All submitted proposals become the property of TPWD after the RFP due date/deadline. Proposals submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TPWD, whichever is earlier.
- 2.06.9 No Reimbursement for Costs: Respondent acknowledges and accepts that any costs incurred from the Respondent's participation in this RFP process shall be at the sole risk and responsibility of the Respondent. Respondents submit a response at their own risk and expense.
- 2.06.10 Any terms and conditions attached to a Response will not be considered unless specifically referred to in the Response.
- 2.06.11 Proposals may be withdrawn prior to the solicitation deadline. An email notification submitted to the Point of Contact identified in [Section II, Subsection 2.03.1](#) will be acceptable as written notice for withdrawing. No response may be withdrawn after the solicitation deadline.

## 2.06 Opening of Proposals (Online)

Properly submitted proposals that are received by the due date and time will be opened publicly. The names of the Offerors who submitted will be read aloud, recorded, and confirmed by the Owner.

To facilitate a public opening of proposals, a conference has been scheduled for Tuesday, August 26, 2025 at 2:30 PM Central Time. This public opening will be conducted using Microsoft® Teams application. Interested parties must register in advance, use the following link:

<https://events.gcc.teams.microsoft.com/event/470b412c-d1bb-41e0-b8b4-83b0116782c5@7864fda7-62ad-47ec-81ec-323266e3a35f>

## SECTION THREE – SELECTION PROCESS

### 3.01 Evaluation General Information

The evaluation of the response shall be based on the requirements described in this RFP. All properly submitted responses shall be reviewed, evaluated, scored, and ranked by the Owner. Offerors shall carefully read the information contained in this solicitation and submit a complete Proposal that is responsive to all questions.

Incomplete proposals may be considered non-responsive and subject to rejection.

Owner may make investigations necessary to determine the ability of the Offeror to perform the work and reserves the right to reject any proposal if the evidence submitted and/or obtained through investigation fails to satisfy Owner that the Offeror is properly qualified to carry out the obligations of the Agreement.

### 3.02 Administrative Review by Contracting

All submissions received will be evaluated for responsiveness. Submission of an incomplete Proposal may disqualify the Offeror. Proposals with one or more deficiencies listed below may be considered non-responsive and will not move forward to the Initial Evaluation by the evaluation committee.

- Failure to meet the minimum qualifications;
- Failure to submit the Response Forms document, Sections 1-9, completed in entirety and signed;
- Proposals that do not conform to the instructions included in this RFP may be rejected by TPWD. TPWD reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received. No proposal received in TPWD Infrastructure Contracting after the exact date and time specified as the deadline for proposals will be considered.

### 3.03 Initial Evaluation

Responsive submissions will be reviewed, evaluated, and ranked by an evaluation committee established by the Owner. Award of contract(s) may be made following the initial evaluation or Owner may proceed with additional evaluation activities.

The decision to proceed with additional evaluation activities is at the sole discretion of Owner.

Owner reserves the right to award contract(s) to Offeror(s) whose Proposal is considered to provide the best value to the State. Owner will be the sole judge of best value. Award will be based on best value criteria and may include, but is not limited to the following: Qualifications, Pricing, Project Management Approach.

Evaluation Criteria: Offeror's submission is evaluated and scored on a weighted system to determine the best value as follows:

Evaluation Criteria	Point Value
Section 1: Company Information	Pass/Fail
Section 2: Financial Capacity (+ <i>financial attachment</i> )	Pass/Fail
Section 3: Litigation History	Pass/Fail
Section 4: Related Project Experience : Reference Projects	40
Section 5: Company Capacity : Personnel, Equipment, Offices (+ <i>licensure attachments</i> )	30
Section 6: Project and Program Management Approaches	10
Section 7: Safety Record	Pass/Fail
Section 8: Offeror's Rate Table	20
Section 9: Confirm Submissions, Acknowledge Addenda	Pass/Fail
Section 10: Essential Clauses, Affirmations, Additional Contract Requirements	Pass/Fail
<b>Subtotal</b>	<b>100 points</b>
Oral Presentation (if deemed necessary by Owner)	25 points
<b>Total</b>	<b>125 points</b>

### 3.04 Oral Presentation

At Owner's sole discretion, based upon the ranking, a short-list of the top ranked Proposals for further consideration may be developed. The evaluation committee will determine if discussions and/or oral presentations are necessary. Award of a contract may be made without discussions or oral presentations, if in the best interest of the state.

- 3.04.1. Up to the three (3) most highly ranked Offerors per State Park Region may be notified and scheduled to participate in an oral presentation (if deemed necessary by the Owner) with the Owner, to provide an opportunity to highlight the strengths and unique aspects of their Proposal, provide answers to clarification questions the Owner may have regarding the Proposal, and ask additional questions. Additional information required to be provided during the presentation will be evaluated as part of the criteria listed.
- 3.04.2. The Offeror's point of contact as designated in the Response Forms, Section 1 of the proposal as the Offeror's the primary contact for Management and day-to-day operation of services shall facilitate and conduct any oral presentation, if scheduled.
- 3.04.3. Scoring from the evaluation criteria and oral presentations (if deemed necessary by the Owner) will be the chief determining factors in the Owner's ranking of Offerors in order to determine the most qualified Offerors.

### 3.05 Negotiation

At the Owner's sole discretion, Offerors with the highest total score may be notified to participate in negotiations. Owner reserves the right to negotiate all elements that comprise the Offeror's Proposal to ensure that the best possible consideration is afforded to all concerned.

### 3.06 Award

TPWD will select the successful Offerors that offer best value based on the published evaluation criteria provided in [Section III, Subsection 3](#) of this solicitation and on its ranking evaluation. The goal is to award one or more Indefinite Delivery/Indefinite Quantity (IDIQ) contracts to qualified Offerors.

TPWD intends to award one or more contracts from which TPWD may assign Contractor(s) to perform electrical services statewide. The number of contracts awarded will depend on the number of proposals received and the evaluation results.

TPWD and successful Offeror(s) shall enter into an Agreement Between Owner and Contractor, reference [EXHIBIT C](#).

In evaluating Offers, TPWD may consider information related to past contract performance of an Offeror including but not limited to, CPA's Vendor Performance Tracking System (VPTS) available at <http://www.txsmartbuy.gov/vpts>. Prior work performance with TPWD and other state agencies or governmental entities which are familiar with an Offeror's performance, depending on problems encountered, may be grounds for disqualification. In addition, Offerors involved in litigation with TPWD, or another state agency may be disqualified. Past performance will be measured based upon pass/fail criteria in compliance with applicable provisions of Gov't Code §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Offerors may fail this selection criterion for any of the following conditions:

- 3.06.1 The Vendor has a score less than C or Legacy Unsatisfactory in the Vendor Performance System,
- 3.06.2 Currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts (CPA),
- 3.06.3 Having repeated negative Vendor Performance Reports for the same reason,
- 3.06.4 Having Purchase Orders/Contracts that have been cancelled in the previous 12 months for non-performance (i.e., failure to remedy defective work, late delivery, etc.).

### **3.07 Debriefing Request**

A written request for a debriefing shall be directed to the Owner's Primary Point of Contact identified in listed in Section II, Subsection 2.03.1 within thirty (30) calendar days following the date of award.

### **3.08 Protest Procedure**

Any actual or prospective Offeror who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in the Texas Parks and Wildlife Department rules at TAC, Title 31, Part 2, Chapter 51, Subchapter L, Rule 51.350.

### **3.09 Required Response Content**

The following checklist is provided for the convenience of Offerors in their response preparation process. It is not intended to represent an exhaustive list of the requirements for this RFP. Offerors must ensure that all requirements for this RFP are met, even if they are not included in this checklist.

A completed checklist shall not be binding on TPWD's administrative review for compliance with the mandatory response contents specified in this RFP. As Step 1 of the evaluation process, TPWD will review all responses to ensure compliance with the mandatory response contents as specified in the RFP and reject any response that does not comply. Proposals submitted without the required information will be evaluated accordingly.

**3.09.1 REQUIRED QUALIFICATIONS CONTENT:** Failure to submit the required documentation may result in disqualification.

- Response form, Section 1 Company Information
- Response form, Section 2: Financial Capacity
- Response form, Section 3: Litigation History
- Response form, Section 4: Related Project Experience : Reference Projects
- Response form, Section 5: Company Capacity : Personnel, Equipment, Offices
- Licenses of key personnel (Section 5 required attachment)
- Response form, Section 6: Project and Program Management Approaches
- Response form, Section 7: Safety Record
- Response form, Section 8: Offeror's Rate Table
- Response form, Section 9: Certification of Offer, addenda verified and signed
- Response form, Section 10: Essential Clauses, Affirmations and Additional Contract Requirements

**3.09.2 REQUESTED RESPONSE CONTENT:** Offerors must submit the following documentation if requested by TPWD. These items will be requested only from the top-ranked Offerors receiving a Notice of Selection letter.

- Certificates of Insurance with Endorsement Documentation
- Certificate of Authority to do business in Texas, for out-of-state entities
- Application for Texas Identification Number, for Offeror's who have no payment history with TPWD

**END OF SECTION THREE – SELECTION PROCESS**

## RESPONSE FORMS – QUALIFICATIONS AND PAST PERFORMANCE

### RESPONSE FORMS SECTION 1: COMPANY INFORMATION

*Pass/Fail*

*ALL FORM FIELDS REQUIRED, MARK N/A IF NOT APPLICABLE.  
FAILURE TO COMPLETE, SIGN AND SUBMIT WITH PROPOSAL MAY BE CAUSE FOR REJECTION OF PROPOSAL.*

**Legal Name of the Company**

**Principal Place of Business** (Corporate Headquarters)

Address:

City, State, Zip:

**Physical Address of Office Providing Services** (if different from above)

Address:

City, State, Zip:

**Include name, address, email, and telephone number of the person in your organization authorized to negotiate contract terms and render binding decisions on contractual matters.**

Name & Title:

Address:

City, State, Zip:

Email:

Phone:

**Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee, officer or member of the Texas Parks and Wildlife Commission? If so, please explain.**

**Total Number of Years the Company has professionally provided the services that are the subject of this RFP**

**Total Number of Employees, Locally and Nationally**

**Firm History: List firm history below including any other business names used.**

Beginning Date

Ending Date

Firm Name

Reason for Change

Provide description of industry certifications:

**Entity Classification**

Is your firm currently reporting any Texas tax to the Comptroller's office such as sales tax or franchise tax?

YES ☐ NO ☐

**Select the Appropriate Ownership Type for your business:**

- |  |  |
|--|--|
| <input type="checkbox"/> Individual Recipient (not owning a business)  | <input type="checkbox"/> Texas Corporation         |
| <input type="checkbox"/> Sole Ownership (Individual owning a business) | <input type="checkbox"/> Professional Association  |
| <input type="checkbox"/> Partnership                                   | <input type="checkbox"/> Professional Corporation  |
| <input type="checkbox"/> Texas Limited Partnership                     | <input type="checkbox"/> Out of State Corporation* |
| <input type="checkbox"/> Other*: _____                                 |  |

*\*If Offeror is an out of state entity, offeror shall provide a copy of the Certificate of Authority to do business in Texas with the proposal.*

*Owner reserves the right to request documentation of Offeror's legal name and entity status signed by an authorized representative of the Offeror clearly indicating the legal name, entity status and capacity and authority of the person signing on behalf of Offeror. Documentation requests may include but are not limited to articles and bylaws, certificate of organization, articles of organization and regulations, joint venture agreements, partnership agreements and certificates of limited partnership and documentation for partner.*

**Is the firm a Texas Certified Historically Underutilized Business? If yes, indicate gender and classification.**

**Offeror shall indicate, by checking the table below, each Region(s) to which they are responding. NOTE: See *EXHIBIT A- TPWD State Parks Regional Map*. Offeror may elect to submit a response for multiple Regions. Owner reserves the right to award a contract for any or all Region(s) to which a response is provided. Owner reserves the right to issue Work Order(s) to Offerors in any Region it deems necessary.**

**Proposal to be considered in the following regions:**

- |                                   |                                   |                                   |                                   |
|-----------------------------------|-----------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> REGION 1 | <input type="checkbox"/> REGION 2 | <input type="checkbox"/> REGION 3 | <input type="checkbox"/> REGION 4 |
| <input type="checkbox"/> REGION 5 | <input type="checkbox"/> REGION 6 |                                   |                                   |

**END RESPONSE FORMS, SECTION 1**

**RESPONSE FORMS, SECTION 2. FINANCIAL CAPACITY****Pass/Fail**

Offeror must provide evidence of financial capability and stability.  
Offeror's financial capability must be appropriate to the size and scope of the project.  
*ALL FORM FIELDS REQUIRED, MARK N/A IF NOT APPLICABLE*

**Indicate if your company or any of its subsidiaries filed or met criteria for bankruptcy within the last five years.**

☐ NO      ☐ YES      If yes, explain.

**Identify if your firm is currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If so, specify date(s), details, circumstances, and prospects for resolution.**

☐ NO      ☐ YES      If yes, explain.

**Identify if your firm is currently for sale or involved in any transaction to expand or to become acquired by another business entity? If so, please explain the impacts, financial, organizational and company direction.**

☐ NO      ☐ YES      If yes, explain.

**DISCLOSURE OF OUTSIDE FINANCIAL RESOURCES:** Identify outside financial resources available to firm to enable performance under the awarded contract. Example: lines of credit, etc.



### RESPONSE FORMS, SECTION 3. LITIGATION HISTORY

*Pass/Fail*

Offerors involved in litigation, depending upon the circumstances, may be disqualified.

*ALL FORM FIELDS REQUIRED, MARK N/A IF NOT APPLICABLE*

**Provide details of litigation or claims filed against offeror for the past ten years, including any pending litigation or claims.**

**Has firm, under its current or former name(s) ever failed to complete a project, defaulted on a contract, or been terminated from a construction contract?**

☐ NO      ☐ YES      If yes, explain.

**END RESPONSE FORMS, SECTION 3**

## RESPONSE FORMS, SECTION 4: RELATED PROJECT EXPERIENCE

***TOTAL SCORED WEIGHT for SECTION: 40%***

### MINIMUM LENGTH OF RELEVANT EXPERIENCE

Offeror must have five (5) or more years' experience in performing electrical renovations, repairs, replacements, new installations and commissioning.

### REFERENCE PROJECT EXPERIENCE FORMS

**Provide exactly five (5) completed reference projects that were completed within the last five (5) years and that demonstrate relevant, related experience.**

**At least one (1) of the experiences put forward for reference must have a total contract amount ranging from \$20,000.00 - \$50,000.00.**

The reference projects submitted in this section should demonstrate the Offeror's experience work that is similar in size and scope to Work Orders that will be assigned to Contractors awarded under this RFP..

Of the five reference projects submitted in this section, at least three (3) of the projects must be those where the Offeror was engaged on the project as the Prime Contractor. On the remaining two (2) projects submitted, the Offeror may have been engaged on the project as either the Prime Contractor or a single-trade Subcontractor providing electrical construction services.

On reference projects for which the Offeror was engaged as the Prime Contractor and subcontracted out for electrical services, circumstances in which the Offeror performed major or critical electrical aspects of the project may be considered more favorably in scoring than circumstances in which major or critical electrical aspects were performed by a subcontractor.

A reference project for this section shall be one in which electrical work was performed under a single Work Order purchase. For multiple award and IDIQ type contracts, the contract as a whole shall not be submitted as a project; rather Offerors shall submit the work performed under single Work Order as the project.

The work described for each reference project shall clearly detail the scope of work performed and its relevance to the project requirements of this RFP. The documentation shall be presented in sufficient detail to demonstrate that that the Offeror is qualified to manage and construct the type of work being solicited.

**Offerors are advised to thoroughly review the RFP Sections 1.05- Minimum Qualifications and 1.06 Evaluated Experience; including Subsection 1.06.2- Specific Skills** when preparing to describe the work of their reference projects. Proposal scoring shall reflect the degree to which project descriptions submitted in this section demonstrate the Offeror's experience in delivering the specific skills sought in this RFP.

### VERIFICATION and SATISFACTION SURVEY TO BE CONDUCTED ON EACH REFERENCE PROJECT

Owner may make such investigations necessary to determine the ability of the Offeror to perform the work and reserves the right to reject any proposal if the evidence submitted and/or obtained through investigation fails to satisfy Owner that the Offeror is properly qualified to carry out the obligations of the Agreement. Negative responses or no response from project reference owners and/or A/E firms that are familiar with Contractor's performance, depending on problems encountered, may be grounds for disqualification.

In the reference project forms following, the Offeror shall provide current contact information for the Owner/Owner's Representative. References will be contacted by the designated TPWD Contract Manager via email, requesting participation a survey to substantiate the Project Experience provided. References will be asked to respond within five business days. Information requested may include any combination of the following:

- Owner Name
- Project Title & Location
- Initial Contract Amount
- Final Contract Amount
- Start Date
- Start Date
- Completion Date
- Statement on Quality of Work
- Statement on Timeliness
- Statement on Coordination, Supervision
- Statement on Change Order Pricing
- Additional Information (if any)

**PROJECT EXPERIENCE FORM - #1***ALL FORM FIELDS REQUIRED, MARK N/A IF NOT APPLICABLE*

Project Name:			
Project Location:			
Project Owner (/ Contract Holder) Company Name:			
Project Owner's Address:			
Owner's Representative for this Project:			
Owner's Representative Phone:			
Owner's Representative Email Address:			
Project A/E Company Name:			
Project A/E Contact Name:			
Project A/E Phone & Email Address:			
Original Contract Amount:	\$		
Final Contract Amount:	\$		
Describe Change Orders or other amendments that modified the contract amount.			
Project Start Date:			
Project Completion Date:			
Original Construction Duration:			
Final Construction Duration:			
Provide a brief explanation for variances and time extensions granted.			

Offeror's Key Personnel for this project, including Project Superintendent			
NAME	TITLE	YEARS W/ OFFEROR	TOTAL YEARS EXPERIENCE
Offeror's Major Subcontractors for this Project			
SUBCONTRACTOR COMPANY NAME	TRADE SPECIALIZATION	DUTIES PERFORMED	
Description of the Work performed			
Describe how this Project is comparable to the Work required by TPWD under this IDIQ program			

**PROJECT EXPERIENCE FORM - #2***ALL FORM FIELDS REQUIRED, MARK N/A IF NOT APPLICABLE*

Project Name:			
Project Location:			
Project Owner (/ Contract Holder) Company Name:			
Project Owner's Address:			
Owner's Representative for this Project:			
Owner's Representative Phone:			
Owner's Representative Email Address:			
Project A/E Company Name:			
Project A/E Contact Name:			
Project A/E Phone & Email Address:			
Original Contract Amount:	\$		
Final Contract Amount:	\$		
Describe Change Orders or other amendments that modified the contract amount.			
Project Start Date:			
Project Completion Date:			
Original Construction Duration:			
Final Construction Duration:			
Provide a brief explanation for variances and time extensions granted.			

Offeror's Key Personnel for this project, including Project Superintendent			
NAME	TITLE	YEARS W/ OFFEROR	TOTAL YEARS EXPERIENCE
Offeror's Major Subcontractors for this Project			
SUBCONTRACTOR COMPANY NAME	TRADE SPECIALIZATION	DUTIES PERFORMED	
Description of the Work performed			
Describe how this Project is comparable to the Work required by TPWD under this IDIQ program			

**PROJECT EXPERIENCE FORM - #3***ALL FORM FIELDS REQUIRED, MARK N/A IF NOT APPLICABLE*

Project Name:			
Project Location:			
Project Owner (/ Contract Holder) Company Name:			
Project Owner's Address:			
Owner's Representative for this Project:			
Owner's Representative Phone:			
Owner's Representative Email Address:			
Project A/E Company Name:			
Project A/E Contact Name:			
Project A/E Phone & Email Address:			
Original Contract Amount:	\$		
Final Contract Amount:	\$		
Describe Change Orders or other amendments that modified the contract amount.			
Project Start Date:			
Project Completion Date:			
Original Construction Duration:			
Final Construction Duration:			
Provide a brief explanation for variances and time extensions granted.			

Offeror's Key Personnel for this project, including Project Superintendent			
NAME	TITLE	YEARS W/ OFFEROR	TOTAL YEARS EXPERIENCE
Offeror's Major Subcontractors for this Project			
SUBCONTRACTOR COMPANY NAME	TRADE SPECIALIZATION	DUTIES PERFORMED	
Description of the Work performed			
Describe how this Project is comparable to the Work required by TPWD under this IDIQ program			



**PROJECT EXPERIENCE FORM - #4***ALL FORM FIELDS REQUIRED, MARK N/A IF NOT APPLICABLE*

Project Name:

Project Location:

Project Owner (/ Contract Holder)  
Company Name:

Project Owner's Address:

Owner's Representative for this Project:

Owner's Representative Phone:

Owner's Representative Email Address:

Project A/E Company Name:

Project A/E Contact Name:

Project A/E Phone &amp; Email Address:

Original Contract Amount:

\$

Final Contract Amount:

\$

Describe Change Orders or other amendments that modified the contract amount.

Project Start Date:

Project Completion Date:

Original Construction Duration:

Final Construction Duration:

Provide a brief explanation for variances and time extensions granted.

Offeror's Key Personnel for this project, including Project Superintendent			
NAME	TITLE	YEARS W/ OFFEROR	TOTAL YEARS EXPERIENCE
Offeror's Major Subcontractors for this Project			
SUBCONTRACTOR COMPANY NAME	TRADE SPECIALIZATION	DUTIES PERFORMED	
Description of the Work performed			
Describe how this Project is comparable to the Work required by TPWD under this IDIQ program			

**PROJECT EXPERIENCE FORM - #5***ALL FORM FIELDS REQUIRED, MARK N/A IF NOT APPLICABLE*

Project Name:			
Project Location:			
Project Owner (/ Contract Holder) Company Name:			
Project Owner's Address:			
Owner's Representative for this Project:			
Owner's Representative Phone:			
Owner's Representative Email Address:			
Project A/E Company Name:			
Project A/E Contact Name:			
Project A/E Phone & Email Address:			
Original Contract Amount:	\$		
Final Contract Amount:	\$		
Describe Change Orders or other amendments that modified the contract amount.			
Project Start Date:			
Project Completion Date:			
Original Construction Duration:			
Final Construction Duration:			
Provide a brief explanation for variances and time extensions granted.			

Offeror's Key Personnel for this project, including Project Superintendent			
NAME	TITLE	YEARS W/ OFFEROR	TOTAL YEARS EXPERIENCE
Offeror's Major Subcontractors for this Project			
SUBCONTRACTOR COMPANY NAME	TRADE SPECIALIZATION	DUTIES PERFORMED	
Description of the Work performed			
Describe how this Project is comparable to the Work required by TPWD under this IDIQ program			

**RESPONSE FORM, SECTION 5. COMPANY CAPACITY: PERSONNEL, EQUIPMENT, OFFICES**  
**SCORED- WEIGHT 30%**

Provide top management and key employees for who will provide direct services on Work Orders assigned pursuant to a contract awarded from this solicitation. **Attach copy of relevant, electrical certifications or licenses for each staff member described.**

Provide the information for at least **one (1)** staff member and up to a maximum of **four (4)**.

*ALL FORM FIELDS REQUIRED, MARK N/A IF NOT APPLICABLE*

**STAFF MEMBER 1:**

Name		Title	
License held		Total No. of years with this license	
No. Years at Company		Total No. of years in construction	
Duties at Company			
Summary of background and experience, including education			

**STAFF MEMBER 2:**

Name		Title	
License held		Total No. of years with this license	
No. Years at Company		Total No. of years in construction	
Duties at Company			
Summary of background and experience, including education			

<b>STAFF MEMBER 3:</b>			
Name		Title	
License held		Total No. of years with this license	
No. Years at Company		Total No. of years in construction	
Duties at Company			
Summary of background and experience, including education			

<b>STAFF MEMBER 4:</b>			
Name		Title	
License held		Total No. of years with this license	
No. Years at Company		Total No. of years in construction	
Duties at Company			
Summary of background and experience, including education			

Provide location (city/state) of ALL field offices that may provide services.

Provide list of equipment to be used to produce the goods/services described herein.

*NOTE: Equipment used on any Work Orders pursuant to an awarded contract is subject to TPWD approval, inspection, and changes.*

Describe Offeror's experience in managing SUBCONTRACTORS.

Describe Offeror's experience in engaging the work of an ELECTRICAL ENGINEER and delivering work in collaboration with an ELECTRICAL ENGINEER.

**RESPONSE FORMS, SECTION 6. PROJECT AND PROGRAM MANAGMENT APPROACH**  
**SCORED- WEIGHT 10%**

*ALL FORM FIELDS REQUIRED*  
*FAILURE TO COMPLETE AND SUBMIT WITH PROPOSAL MAY BE CAUSE FOR REJECTION OF PROPOSAL*

Company Name:

Describe approach to managing employees, including subcontractors, to promote quality and timely performance.

Describe how Offeror will manage and successfully complete multiple projects across a large geographic footprint in Texas.

Describe how Offeror will respond to emergencies. Examples include but are not limited to: damage caused by severe weather, equipment failures, staff vacancies, material delays or shortages, etc.

Describe the Offeror's experience with delivering public works projects in which the Owner is a governmental entity (state, federal, municipal). Describe strategies for compliance with governmental requirements, collaboration with governmental staff, strategies for when the constructed work is intended for public use, and performing work in environments with active public visitation.

**END RESPONSE FORMS, SECTION 6**



**RESPONSE FORMS, SECTION 7. SAFETY RECORD****Pass/Fail**

**ALL FORM FIELDS REQUIRED**  
**FAILURE TO COMPLETE AND SUBMIT WITH PROPOSAL MAY BE CAUSE FOR REJECTION OF PROPOSAL**

Company Name:

Provide the following OSHA 300 Log information for the past three years.

Total Recordable Cases	2024	2023	2022
Lost Workday Cases	2024	2023	2022
Lost Workdays	2024	2023	2022
Total Employee Actual Hours Lost	2024	2023	2022
Number of Fatalities	2024	2023	2022

In the past three (3) years, has the Offeror received any OSHA citations?

☐ NO    ☐ YES    If yes, explain.

Name of Offeror's Safety Representative

NOTE: The Owner reserves the right to request a copy of the Offeror's Company Safety Manual/Policy.

**END RESPONSE FORMS, SECTION 7**

**RESPONSE FORMS, SECTION 8. OFFEROR'S RATE TABLE****SCORED- WEIGHT 20%***ALL FORM FIELDS REQUIRED**FAILURE TO COMPLETE AND SUBMIT WITH PROPOSAL MAY BE CAUSE FOR REJECTION OF PROPOSAL*

Offerors shall submit this Rate Table with the hourly billing rates for the company's Master Electrician (**required field**); hourly billing rates for other staff titles (as applicable); daily rates for use of self-owned equipment (as applicable); and a percentage over direct costs, or co-efficient, to be charged for contractor mark-up (**required field**).

Contractor mark-ups shall encompass all costs for any General Conditions, Overhead, Profit, Insurance, and Bonds that would be incurred in performing a Work Order.

The rates provided here shall remain firm throughout the term of any contract awarded from the RFP, unless adjusted at permissible contract renewal dates and done in accordance with the terms of the contract. These rates as adopted to any contract awarded would be applied to any Work Order purchased pursuant to the contract.

ITEM	UNIT OF MEASURE	RATE
<b>Master Electrician *REQUIRED FIELD</b>		
Regular Hours as 7:00am CT – 5:00pm CT	DOLLARS per HOUR	\$
Outside Regular Hours (before 7:00am; after 5:00pm)	DOLLARS per HOUR	\$
<b>Journey-level Electrician (as applicable/if used)</b>		
Regular Hours as 7:00am CT – 5:00pm CT	DOLLARS per HOUR	\$
Outside Regular Hours (before 7:00am; after 5:00pm)	DOLLARS per HOUR	\$
<b>Apprentice Electrician/ Helper (as applicable/if used)</b>		
Regular Hours as 7:00am CT – 5:00pm CT	DOLLARS per HOUR	\$
Outside Regular Hours (before 7:00am; after 5:00pm)	DOLLARS per HOUR	\$
<b>Administrative, Non-Construction Staff (as applicable/if used)</b> <i>EXAMPLE: clerical, project management, engineering</i>		
Position title:	DOLLARS per HOUR	
Position title:	DOLLARS per HOUR	
Position title:	DOLLARS per HOUR	
<b>Daily Rate for Use of Offeror's Owned Equipment (as applicable/if used)</b> <i>EXAMPLE: earth moving, concrete breakers, electrical specific</i>		
Equipment name:	DOLLARS per DAY	\$
Equipment name:	DOLLARS per DAY	\$
Equipment name:	DOLLARS per DAY	\$
<b>Travel</b>		
Costs for staff travel to a worksite may be charged to the Work Order purchase if traveling distance is greater than 50miles one-way from the staff member's duty point. Mileage, lodging or per diem may not exceed rates allowed by the U.S. General Services Administration (GSA) for the work location, as established at the time of Work Order proposal.		
<b>Contractor percent markup (co-efficient) *REQUIRED FIELD</b>		
Costs for combined General Conditions, Overhead, Profit, Insurance to be calculated as a percentage rate Percent over base, direct costs.	PERCENT	%

**END RESPONSE FORMS, SECTION 8**

## PROPOSAL FORMS, SECTION 9. CONFIRM SUBMISSIONS, ACKNOWLEDGE ADDENDA

*Pass/Fail*

*ALL FORM FIELDS REQUIRED  
FAILURE TO COMPLETE AND SUBMIT WITH PROPOSAL MAY BE CAUSE FOR REJECTION OF PROPOSAL*

**REQUIRED SUBMITTALS:** Submittal shall be one .pdf file d submitted by email as described in Section 2.06.02 of this RFP.

Include the following:

- ☐ Qualifications and Past Performance Response- **SECTION 1- Company Information**
- ☐ Qualifications and Past Performance Response- **SECTION 2- Financial Capacity**
- ☐ Qualifications and Past Performance Response- **SECTION 3- Litigation History**
- ☐ Qualifications and Past Performance Response- **SECTION 4- Related Project Experience**
- ☐ Qualifications and Past Performance Response- **SECTION 5- Company Capacity: Personnel, Equipment, Offices**
- ☐ **Electrical Certifications/ Licenses of Proposed Project Team** (*attachments to Section 5*)
- ☐ Qualifications and Past Performance Response- **SECTION 6- Project and Program Management Approach**
- ☐ Qualifications and Past Performance Response- **SECTION 7- Safety Record**
- ☐ Qualifications and Past Performance Response- **SECTION 8- Offeror's Rate Table**
- ☐ **Confirm Submissions, Acknowledge Addenda- SECTION 9** (*this page*)
- ☐ **Essential Clauses, Affirmations & Additional Contract Requirements- SECTION 10** (*pages following*)

**OFFEROR HEREBY ACKNOWLEDGES RECEIPT AND REVIEW OF THE FOLLOWING ADDENDA TO THIS RFP:**

\_\_\_\_Addenda 1    \_\_\_\_Addenda 2    \_\_\_\_Addenda 3    \_\_\_\_Addenda 4    \_\_\_\_Addenda 5

**END RESPONSE FORMS, SECTION 9**

## **PROPOSAL FORMS, SECTION 10. ESSENTIAL CLAUSES, AFFIRMATIONS & ADDITIONAL CONTRACT REQUIREMENTS**

*Pass/Fail*

*FAILURE TO SUBMIT SIGNED AND IN ITS ENTIRETY MAY BE CAUSE FOR REJECTION OF PROPOSAL*

### **ANTIQUITIES**

Offeror shall take precaution to avoid disturbing primitive records and antiquities of archaeological, paleontological, or historical significance. No objects of this nature shall be disturbed without written permission of Owner and the Texas Historical Commission. When such objects are uncovered unexpectedly, the Offeror shall stop all Work in close proximity and notify the ODR and the Texas Historical Commission of their presence and shall not disturb them until written permission and permit to do so is granted. All primitive rights and antiquities, as defined in Chapter 191, Texas Natural Resource Code, discovered on the Owner's property shall remain property of State of Texas, the Texas Historical Commission. It is determined by Owner, in consultation with the Texas Historical Commission that exploration or excavation of primitive records or antiquities on Project Site is necessary to avoid loss, Offeror shall cooperate in salvage work attendant to preservation.

### **CYBERSECURITY TRAINING**

Offeror shall ensure that any Offeror employee or subcontractor employee who has access to a state computer system or database shall complete a cybersecurity training program certified under Section 2054.519 of the Texas Government Code. Such training is required to occur during the contract term and the renewal period. Offeror shall provide Owner with verification of the completion of the requisite training.

### **DAMAGE TO GOVERNMENT PROPERTY**

In the event of loss, destruction or damage to any Owner or State of Texas government-owned, leased, or occupied property and equipment by Offeror or Offeror's employees, agents, subcontractors, suppliers, including any delivery or cartage company, in connection with any performance pursuant to the contract, Offeror shall be liable to Owner and the State of Texas the full cost of repair, reconstruction, or replacement of the lost, destroyed or damaged property. Offeror shall notify the Owner in writing of any such damage within one (1) calendar day. Offeror is responsible for the removal of all debris resulting from work performed under the contract. Offeror will reimburse Owner and the State of Texas for such property damage within ten (10) calendar days after Offeror's receipt of Agency's notice of amount due.

### **ENERGY POLICY AND CONSERVATION ACT**

Offeror acknowledges and agrees to comply with the mandatory standards and policies related to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat.871).

### **MANUFACTURED IRON OR STEEL PRODUCTS**

Offeror acknowledges that TGC, Title 10, Subchapter F, §§ 2252.201-2252.205 requires that all iron or steel products produced through a manufacturing process used in this project must be produced in the United States. By signing this proposal, Offeror certifies that its proposal price represents full compensation for compliance with the requirements of TGC, Title 10, Subchapter F, §§ 2252.201-2252.205.

### **NAME CHANGES AND SALES**

If the Offeror changes its name or is sold to another entity, it must provide written notification to Owner. The Offeror, in its notice, shall describe the circumstances of the name change or sale, state its new name, provide the new Tax Identification Number, and describe how the change will impact its ability to perform the Contract. If the change entails personnel changes for personnel performing the responsibilities of the Contract for the Offeror, the Offeror shall identify the new personnel and provide resumes to Owner, if resumes were originally required by the Solicitation. Owner may request other information about the change and its impact on the Contract and the Offeror shall supply the requested information within five (5) working days of receipt of the request. Owner may terminate the Contract due to a sale of or change to the Offeror that materially alters the Offeror's ability to perform under the Contract. The Owner has the sole discretion to determine if termination is appropriate.

## **NON-DISCRIMINATION**

Offeror acknowledges it is subject to Title VI of the Civil Rights Act of 1964, Section 504 or Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color, national origin, age, and sex (in educational activities) or disability. Offeror shall ensure that this clause is included in all subcontracts.

## **PATENTS, TRADEMARKS OR COPYRIGHTS**

Offeror agrees to defend and indemnify the Owner and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the Owner's or the State's use of any good or service provided by the Offeror as a result of this solicitation.

## **PROPOSAL ACCEPTANCE**

Offeror agrees that when written notice of proposal acceptance is furnished by the Owner within ninety (90) calendar days after the bid opening date, the undersigned will, within the stipulated time, execute and deliver the contract and all required bonds, certificates of insurance, submittals, and Form 1295 to the Owner. Failure to timely provide the insurance certificate, bonds, and submittals shall be grounds for disqualification of proposal and forfeiture of bid security. In such circumstances, TPWD shall be authorized to proceed with award to the next highest ranked, responsive, and responsible offeror.

## **RESERVATION OF RIGHTS**

Proposals will be evaluated, and determination of the award will be based on the highest ranked offeror. OWNER RESERVES THE RIGHT TO AWARD TO THE HIGHEST RANKED OFFEROR ANY COMBINATION OF PROPOSAL ITEMS OR TO REJECT ALL PROPOSALS.

## **STATE AND FEDERAL LABOR LAWS**

Offeror acknowledges and agrees that it shall comply with all labor laws established by State and Federal statutes in accordance with Uniform General Conditions, Article 2.

## **STATE TAXATION, TEX TAX CODE, CHAPTER 171**

Offeror represents and warrants that the offeror is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171, Tax Code. Making a false statement as to corporate tax status is a material breach of contract.

## **ANTITRUST AFFIRMATION, TEX GOVT CODE § 2155.005**

Offeror represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither the offeror, nor the firm, corporation, partnership, or institution represented by the offeror, or anyone acting for such firm, corporation, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the *Texas Business and Commerce Code*, or the Federal antitrust laws, or (2) communicated directly or indirectly the contents of this bid to any competitor or any other person engaged in the same line of business as the bidder.

## **ASSIGNMENT, TEX GOVT CODE § 2262.056(B)**

Offeror shall not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from the Owner. Any attempted assignment in violation of this provision is void and without effect.

## **BUY TEXAS AFFIRMATION, TEX GOVT CODE § 2155.4441**

In accordance with Texas Government Code, Offeror agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.

## **CHILD SUPPORT OBLIGATION AFFIRMATION, TEX FAM CODE § 231.006, 231.302**

Under Section 231.006 of the Family Code, the Offeror certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate in addition to other remedies set out in 231.006(f).

**CONTRACTING INFORMATION RESPONSIBILITIES, TEX GOVT CODE § 552.372**

Offeror represents and warrants that it will comply with the requirements of Section 552.372(a) of the Texas Government Code. Offeror agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to the Owner for the duration of the contract, (2) promptly provide to the Owner any contracting information related to the contract that is in the custody or possession of the Offeror on request of the Owner, and (3) on termination or expiration of the contract, either provide at no cost to the Owner all contracting information related to the contract that is in the custody or possession of the Offeror or preserve the contracting information related to the contract as provided by the records retention requirements applicable to the Owner. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552 of the Government Code, may apply to the contract and the Offeror agrees that the contract can be terminated if the Offeror knowingly or intentionally fails to comply with a requirement of that subchapter.

**COVID-19 VACCINE PASSPORT PROHIBITION, TEX HEALTH & SAFETY CODE § 161.0085**

Offeror certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Offeror's business. Offeror acknowledges that such a vaccine or recovery requirement would make Offeror ineligible for a state-funded contract.

**CRITICAL INFRASTRUCTURE AFFIRMATION, TEX GOVT CODE § 2275.0102**

Pursuant to Government Code Section 2275.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.

**DEALINGS WITH PUBLIC SERVANTS AFFIRMATION, TEX GOVT CODE § 572.051(A)(1), 2155.003, 34 TAC §**

**20.157** Pursuant to Section 2155.003 of the Texas Government Code, Offeror represents and warrants that it 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 contract.

**DEBTS AND DELINQUENCIES AFFIRMATION, TEX GOVT CODE § 2252.903**

Respondent agrees that any payments due under the contract shall be directly applied towards eliminating any debt or delinquency it has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

**DISASTER RECOVERY PLAN, TEX GOVT CODE § 441.190, 13 TAC § 6.94(A)(9)**

Upon request of Owner, Offeror shall provide the descriptions of its business continuity and disaster recovery plans.

**DISCLOSURE OF PRIOR STATE EMPLOYMENT, TEX GOVT CODE § 2254.033**

In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Offeror certifies that it does not employ an individual who has been employed by Agency or another agency at any time during the two years preceding the submission of the Proposal or, in the alternative, Offeror has disclosed in its Proposal the following: (i) the nature of the previous employment with Agency or the other agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

**DISPUTE RESOLUTION, TEX. CIV. PRAC. & REM. CODE CH 114**

Subject to Texas Government Code, Section 2260.002, the dispute resolution process provided for in Chapter 2260 of the Texas Government Code and set forth below in subsections (a)-(d) shall be used by the parties to attempt to resolve all disputes arising under this contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, the parties agree claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)- (d).

Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Offeror's claim for breach of contract cannot be resolved by the parties in the ordinary course

of business, Offeror may make a claim against Owner for breach of contract and the Owner may assert a counterclaim against the Offeror as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Offeror must provide written notice to Owner of a claim for breach of the contract not later than the 180<sup>th</sup> day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Offeror seeks as damages; and (3) the legal theory of recovery.

The chief administrative officer, or if designated in the contract, another officer of the Owner, shall examine the claim and any counterclaim and negotiate with the Offeror in an effort to resolve them. The negotiation must begin no later than the 120<sup>th</sup> day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this contract as to the parts of the claim that are not resolved.

If a claim is not entirely resolved under paragraph (b) above, on or before the 270<sup>th</sup> day after the date the claim is filed with Owner, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Offeror's sole and exclusive process for seeking a remedy for an alleged breach of contract by the Owner if the parties are unable to resolve their disputes as described in this section.

Nothing in the contract shall be construed as a waiver of the State's or the Owner's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Owner does not waive any privileges, rights, defenses, or immunities available to Owner by entering into this contract or by its conduct, or by the conduct of any representative of Owner, prior to or subsequent to entering into this contract.

Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Offeror: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

#### **ENERGY COMPANY BOYCOTTS, TEX GOVT CODE § 2276.002**

Offeror represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Offeror shall promptly notify Owner.

#### **ENTITIES THAT BOYCOTT ISRAEL, TEX GOVT CODE § 2271.002**

If Offeror is required to make a certification pursuant to Section 2271.001 of the Texas Government Code, Offeror certifies that Offeror does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. If Offeror does not make that certification, Offeror must indicate that in its proposal and state why the certification is not required.

#### **E-VERIFY PROGRAM, EXECUTIVE ORDER NO. RP-80, TEX. ATT'Y GEN. OP. NO. KP-70 (2016)**

Offeror certifies that for contracts for services, Offeror shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the contract to determine the eligibility of: 1. all persons employed by Offeror to perform duties within Texas; and 2. all persons, including subcontractors, assigned by Offeror to perform work pursuant the contract within the United States of America. Offeror shall provide, upon request of Texas Parks and Wildlife Department, an electronic copy of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Offeror, and Offeror's subcontractors, as proof that this provision is being followed. If it is determined that Offeror has violated the certifications set forth in this Section, then (1) Offeror shall be in breach of contract, (2) TPWD shall have the option to terminate the contract for cause without prior notice, and (3) in addition to any other rights or remedies available to TPWD under the contract, Offeror shall be responsible for all costs incurred by TPWD to obtain substitute services to replace the terminated Contract.

**EXCESS OBLIGATIONS PROHIBITED, TEX CONST ART III § 49A, TEX CONST ART VIII § 6**

Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to Owner, either in whole or in part, subject to the availability of state funds. Owner is a state Owner whose authority and appropriations are subject to actions of the Texas Legislature. If Owner becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds that would render either Owner's or Offeror's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, Owner will not be liable to Offeror for any damages, that are caused or associated with such termination, or cancellation, and Owner will not be required to give prior notice.

**EXCLUDED PARTIES, EXECUTIVE ORDER NO. 13224**

Offeror certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

**EXECUTIVE HEAD OF A STATE AGENCY AFFIRMATION, TEX GOVT CODE § 669.003**

Under Section 669.003 of the *Texas Government Code*, Offeror certifies that it does not employ, or has disclosed its employment of, any former executive head of the Owner. Offeror must provide the following information in the proposal.

Name of Former Executive Position with Offeror  
Date of Employment with Offeror Name of State Owner  
Date of Separation from State Owner

**FALSE STATEMENTS, TEX GOVT CODE § 2155.007(A)(2)**

Respondent represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Response and any resulting contract.

**FINANCIAL PARTICIPATION PROHIBITED AFFIRMATION, TEX GOVT CODE § 2155.004**

Pursuant to Section 2155.004(a) of the Texas Government Code, Offeror certifies that neither Offeror nor any person or entity represented by Offeror has received compensation from Owner to participate in the preparation of the specifications or solicitation on which this proposal or contract is based. Under §2155.004(b) of the Texas Government Code, Offeror certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.

**FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION, TEX GOVT CODE § 2274**

Offeror verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Offeror shall promptly notify Owner.

**FOREIGN TERRORIST ORGANIZATIONS, TEX GOVT CODE § 2252.152**

Section 2252.152 of the Texas Government Code prohibits Owner from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Offeror certifies that it is not ineligible to receive the contract.

**GOVERNING LAW AND VENUE, TEX GOVT CODE § 2155.0012**

The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the contracting Agency.



**HUMAN TRAFFICKING PROHIBITION, TEX GOVT CODE § 2155.0061**

Under Section 2155.0061 of the Texas Government Code, the Offeror certifies that the individual or business entity named in this Proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.

**INDEMNIFICATION (GENERAL), TEX CONST ART VIII § 6**

OFFEROR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND OWNER, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVE, CONTRACTORS, ASSIGNEES, AND OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY OFFEROR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND OFFEROR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. OFFEROR AND AGENCY AGREED TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**NO CONFLICTS OF INTEREST, TEX GOVT CODE §§ 2252.908, 2254.032, 2261.252(B)**

Offeror represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

**PRIOR DISASTER RELIEF CONTRACT VIOLATION, TEX GOVT CODE §§ 2155.006, 2261.053**

Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Offeror certifies that the individual or business entity named in this proposal or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.

**PUBLIC INFORMATION ACT, TEX GOVT CODE CHAPTER 552, TEX GOVT CODE § 2252.907**

Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Offeror is required to make any information created or exchanged with the State pursuant to the contract and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

**SIGNATURE AUTHORITY, TEX GOVT CODE § 2155.0012**

By submitting the Proposal, Offeror represents and warrants that the individual submitting this document and the documents made part of this Offer is authorized to sign such documents on behalf of the Offeror and to bind the Offeror under any contract that may result from the submission of this Proposal.

**STATE AUDITOR'S RIGHT TO AUDIT, TEX GOVT CODE § 2262.154**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**SUSPENSION AND DEBARMENT, TEX GOVT CODE § 2155.077**

Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

**TELEVISION EQUIPMENT RECYCLING PROGRAM, TEX HEALTH & SAFETY CODE § 361.991(C)**

If Respondent is submitting a Response for the purchase or lease of covered television equipment, then Respondent certifies that it is compliant with Subchapter Z, Chapter 361 of the Texas Health and Safety Code related to the Television Equipment Recycling Program.

**TERMS AND CONDITIONS ATTACHED TO RESPONSE, TEX GOVT CODE § 2155.0012**

Any terms and conditions attached to a Proposal will not be considered unless specifically referred to in the Proposal.

**TEXAS BIDDER AFFIRMATION, TEX GOVT CODE § 2155.444(C)**

Offeror certifies that if a Texas address is shown as the address of the Offeror on this Proposal, Offeror qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.

**TEXAS GOVERNOR EXECUTIVE ORDER GA-48**

Respondent certifies that neither it, nor its holding companies or subsidiaries, is:

Listed in Section 889 of the 2019 National Defense Authorization Act;

Listed in Section 1260H of the 2021 National Defense Authorization Act; or

Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4; or Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R Section 791.4.

**ABORTION PROVIDER AND AFFILIATE TRANSACTIONS PROHIBITED**

Offeror represents and warrants that the contract is not a taxpayer resource transaction prohibited by Section 2273.003 of the Texas Government Code and that payments made by Owner to Offeror and Offeror's receipt of appropriated funds under contract are not prohibited by Article IX, Section 6.24 of the General Appropriations Act.

**AGENCY'S RIGHT TO AUDIT**

Offeror will make available at reasonable times and upon reasonable notice, and for reasonable periods, work papers, reports, books, records, and supporting documents kept current by Offeror pertaining to the contract for purposes of inspecting, monitoring, auditing, or evaluating by Owner and the State of Texas. Offeror understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, Owner, or any successor agency, to conduct an audit or investigation in connection with those funds. Offeror further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the Offeror or any other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Offeror or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Offeror shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractor through Offeror and the requirement to cooperate is included in any subcontract it awards. Offeror shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Offeror shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Offeror shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Offeror and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Offeror must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by OWNER and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor. Offeror shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Offeror's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize OWNER and the State of Texas to immediately assess appropriate damages for such failure.

**AMERICANS WITH DISABILITIES ACT**

Offeror represents and warrants its compliance with the requirements of the Americans With Disabilities Act (ADA) and its implementing regulations, as each may be amended.

**BINDING EFFECT**

The contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees, and delegates.

**CHANGE IN LAW AND COMPLIANCE WITH LAWS**

Any alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without written amendment hereto and shall become effective on the date designated by such law or by regulation.

**DISCLOSURE OF INTERESTED PARTIES**

Offeror represents and warrants that if selected for award of a contract as a result of the Solicitation, Offeror will submit to Owner a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code. Additional information can be found at:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

**ELECTRICAL ITEMS**

All electrical items must meet all applicable OSHA standards and regulations and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).

**EQUAL EMPLOYMENT OPPORTUNITY**

Offeror represents and warrants its compliance with all applicable duly enacted state and federal laws governing equal employment opportunities.

**FEDERAL OCCUPATIONAL SAFETY AND HEALTH LAW**

Offeror represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).

**FEDERAL, STATE AND LOCAL REQUIREMENTS**

Offeror shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Offeror is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Offeror shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Offeror or its employees for any Unemployment or Worker's Compensation coverage or federal or State withholding requirements. Offeror shall indemnify the State of Texas and shall pay all costs, penalties or losses resulting from Offeror's omission or breach of this Section.

**FORCE MAJEURE**

Neither Offeror nor Owner shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. The Owner may grant relief from performance of contract if the Offeror is prevented from performance by such an act. The burden of proof for the need of such relief shall rest upon the Offeror. To obtain release based on force majeure, the Offeror shall file a written request with the Owner.

**IMMIGRATION**

Offeror represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.

**IMMIGRATION REFORM**

The Offeror represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

**INDEPENDENT CONTRACTOR**

Offeror acknowledges and agrees that it is furnishing products and services in the capacity of an independent contractor and that Offeror, and its personnel are not employees of the Owner or the State of Texas. Neither Offeror nor Owner is an agent of the other and neither may make any commitments on the other party's behalf. Should Offeror subcontract any of the services required in the contract, Offeror expressly understands and acknowledges that in entering into such subcontract(s), Owner is in no manner liable to any subcontractor(s) of Offeror. In no event shall this provision relieve Offeror of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract. Offeror shall have no claim against Owner for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind. The contract shall not create any joint venture, partnership, agency, or employment relationship between Offeror and Owner.

**LEGAL AND REGULATORY ACTIONS**

Offeror represents and warrants that it is not aware of and has received no notice of any court or governmental Owner actions, proceedings or investigations, etc., pending or threatened against Offeror or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Offeror's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Owner's consideration of the Response. If Offeror is unable to make the preceding representation and warranty, then Offeror instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental Owner actions, proceedings or investigations, etc. that would or could impair Offeror's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Owner's consideration of the Response. In addition, Offeror represents and warrants that it shall notify Owner in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Owner shall constitute breach of contract and may result in immediate termination of the contract.

**LIMITATION ON AUTHORITY**

Offeror shall have no authority to act for or on behalf of Owner or the State of Texas except as expressly provided for in the contract; no other authority, power or use is granted or implied. Offeror may not incur any debt, obligation, expense, or liability of any kind on behalf of Owner or the State of Texas.

**LOBBYING PROHIBITION**

Offeror represents and warrants that Owner's payments to Offeror and Offeror's receipt of appropriated or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code.

**MEDIA RELEASES**

Offeror shall not use Owner's name, logo, or other likeness in any press release, marketing material, or other announcement without Owner's prior written approval. Owner does not endorse any vendor, commodity, or service. Offeror is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the Response, or the services to which they relate without Owner's prior written consent, and then only in accordance with explicit written instructions from Owner.

**NO FELONY CRIMINAL CONVICTIONS**

Offeror represents that neither Offeror nor any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, have been convicted of a felony criminal offense or that if such a conviction has occurred Offeror has fully advised Owner in writing of the facts and circumstances surrounding the convictions.

**NO IMPLIED WAIVER**

The failure of a Party to insist at any time upon the strict performance of any covenant or agreement or to exercise any option, right, power, or remedy contained in the contract shall not be construed as a waiver or a relinquishment thereof for the future.

**NO THIRD-PARTY BENEFICIARIES**

The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

**PERMITS, CERTIFICATIONS, AND LICENSES**

Offeror represents and warrants that it has determined what licenses, certifications and permits are required under the contract and has acquired all applicable licenses, certifications, and permits.

**RECORDS RETENTION**

Offeror shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents adequate to ensure that claims for contract funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Offeror for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later.

**REFUND**

Offeror will promptly refund or credit within thirty (30) calendar days any funds erroneously paid by Owner which are not expressly authorized under the contract.

**RESTRICTED EMPLOYMENT FOR CERTAIN STATE PERSONNEL**

Pursuant to Section 572.069 of the Texas Government Code, Offeror certifies that it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for Owner involving Offeror within two (2) years after the date that the contract is signed, or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

**SECURE ERASURE OF HARD DISK CAPABILITY**

All equipment provided to Owner by Offeror that is equipped with hard disk drives (i.e., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such equipment, either at the end of the equipment's useful life or the end of the related services agreement for such equipment, in accordance with 1 TAC § Chapter 202.

**SEVERABILITY**

If any provision of the contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

**SOVEREIGN IMMUNITY**

The Parties expressly agree that no provision of the contract is in any way intended to constitute a waiver by the Owner or the State of Texas of any immunities from suit or from liability that the Owner or the State of Texas may have by operation of law. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the Owner or the State of Texas. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to the Owner or the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. The Owner does not waive any privileges, rights, defenses, or immunities available to the Owner by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.

**SUBCONTRACTORS**

Offeror may not subcontract any or all of the work and/or obligations due under the contract without prior written approval of the Owner. Subcontracts, if any, entered into by the Offeror shall be in writing and be subject to the

requirements of the contract. Should Offeror subcontract any of the services required in the contract, Offeror expressly understands and acknowledges that in entering into such subcontract(s), Owner is in no manner liable to any subcontractor(s) of Offeror. In no event shall this provision relieve Offeror of the responsibility for ensuring that the services performed under all subcontracts are rendered in compliance with the contract.

### **SURVIVAL**

Expiration or termination of the contract for any reason does not release Offeror from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

### **TAXES**

Purchases made for State of Texas use are exempt from the State Sales Tax and Federal Excise Tax. Owner will furnish Tax Exemption Certificates upon request. Offeror represents and warrants that it shall pay all taxes or similar amounts resulting from the contract, including, but not limited to, any federal, State, or local income, sales or excise taxes of Offeror or its employees. Owner shall not be liable for any taxes resulting from the contract.

### **UNFAIR BUSINESS PRACTICES**

Offeror represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Chapter 17 of the Texas Business and Commerce Code, or allegations of any unfair business practice in any administrative hearing or court suit and that Offeror has not been found to be liable for such practices in such proceedings. Offeror certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of Deceptive Trade Practices violations or allegations of any unfair business practices in an administrative hearing or court suit and that such officers have not been found to be liable for such practices in such proceedings.

*SIGNATURES ON NEXT PAGE.*

*INCLUDE ALL PRECEEDING PAGES of  
ESSENTIAL CLAUSES, AFFIRMATIONS & ADDITIONAL CONTRACT REQUIRMENTS with SUBMISSION*

**OFFEROR'S CERTIFICATION:** I hereby certify that all information provided with the proposal above and attached is true and correct. Furthermore, I hereby authorize Texas Parks and Wildlife Department to contact the references listed and authorize release of information from such references to Texas Parks and Wildlife Department. I certify that my firm is not debarred or suspended from performing work for the U.S.A. or the State of Texas.

**OFFEROR'S AFFIRMATION:** SIGNING THIS PROPOSAL WITH A FALSE STATEMENT OR MATERIAL MISREPRESENTATIONS MADE DURING THE PERFORMANCE OF A CONTRACT IS A MATERIAL BREACH OF CONTRACT AND SHALL VOID THE SUBMITTED PROPOSAL OR ANY RESULTING CONTRACTS.

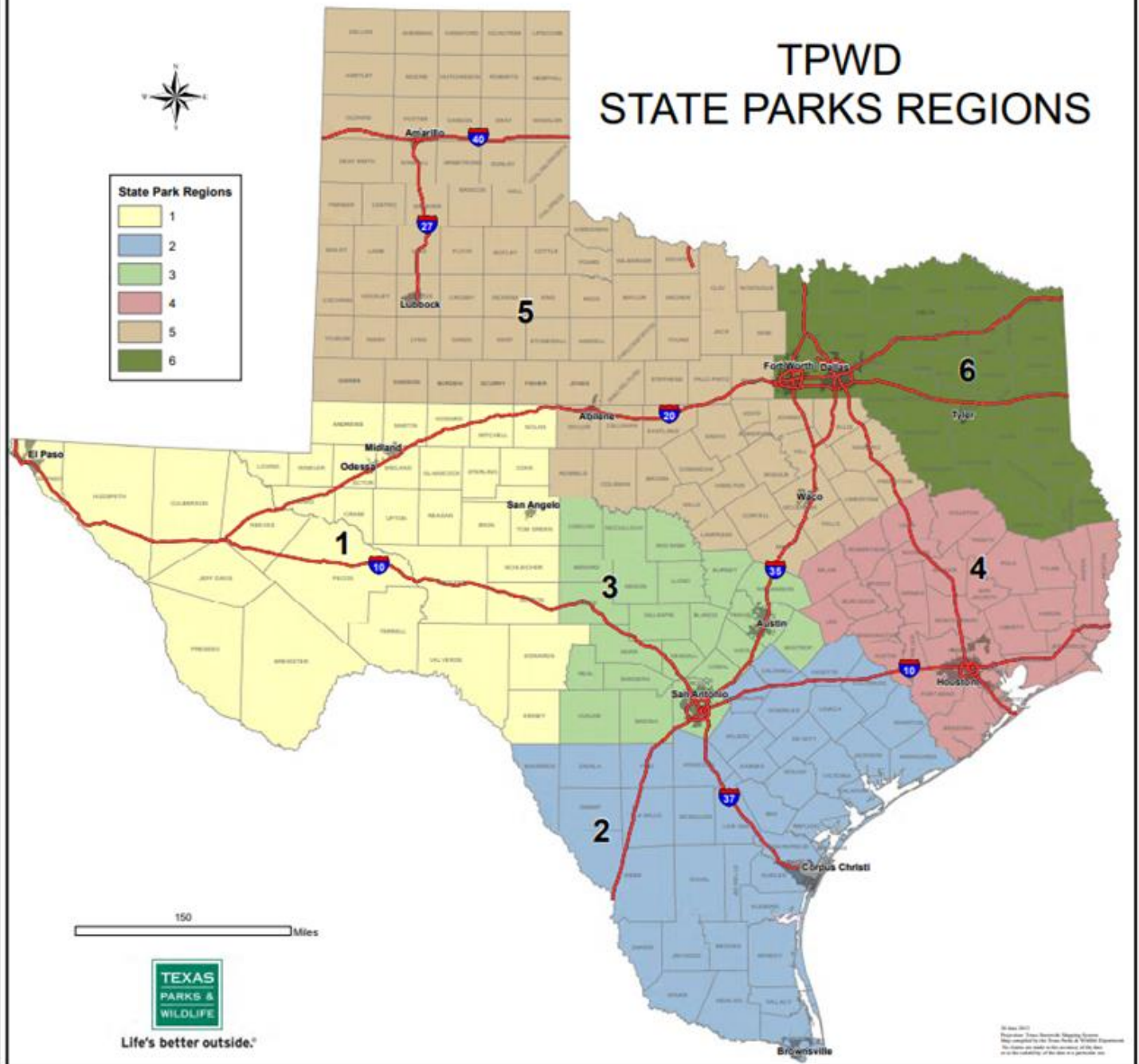
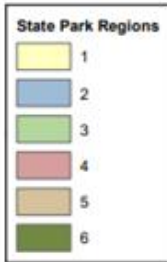
By signature hereon, Offeror certifies that the individual signing this document, and the documents made part of the RFP is authorized to sign such documents on behalf of the company and to bind the company under any agreements or other contractual arrangements, which may result from the submission of Offeror's Proposal.

Name of Contracting Firm	Authorized Signature	Date
Street Address	Printed Name	
CityStateZip Code	Title	
Office Phone Number	Direct Phone Number	
Email Address	Cell Phone Number	
Texas Identification Number (TIN)	Federal Employers Identification Number (FEIN)	

**SUBMIT A FULLY EXECUTED COPY OF THESE RESPONSE FORMS, SECTIONS 1-10; IN ENTIRETY;  
ALONG WITH ALL REQUESTED ATTACHMENTS.**

# EXHIBIT A – TPWD STATE PARKS REGIONAL MAP

## TPWD STATE PARKS REGIONS





## EXHIBIT B– SAMPLE WORK ORDER SCOPE STATEMENTS (5)

### **SAMPLE 1: Provide Electrical Power to the Modular Office Building**

- Background: A modular office building has been set up within the maintenance yard of this State Park. The office unit is equipped with an interior mounted circuit breaker panelboard with a 125-amp main circuit breaker installed. An open conduit was provided by the manufacturer from the panelboard down to the underside of the modular unit.
- Contractor to engage a licensed, professional engineer to provide signed and sealed electrical design for this work.
  - Design shall be submitted to TPWD for review and comment, once the review has been completed by the TPWD Infrastructure Division. Engineer shall final signed and sealed documents. Final design documents are required prior to performing the Work.
  - Verify any interference with other utilities.
- The modular office unit requires a 125-amp, 120/240-volt, single phase electrical system to serve the connected load within the office unit. Load items include: water heater, HVAC, lights, receptacles, etc.
- Provide a conduit for the phone/data cable from the office unit to the adjacent maintenance shop building. For bidding purposes assume one (1) 2-inch conduit routed 200 linear feet.
- All electrical work shall comply with the National Electrical Code latest edition. Including grounding electrode system.
- Please coordinate with the electric utility provider serving this area: XXXXX Electric Cooperative.
- All Work shall be inspected by TPWD Infrastructure Inspector.
- Work Schedule: Contractor shall begin work upon Notice of Award with all services for the initial project to be completed within 120 days of award. Work can be conducted any day of the week beginning at 7:00am through to 10:00pm.
- All services performed will be subject to inspection by Parks and Wildlife. Final payment and Work Order release will not be issued until final acceptance is issued by the Parks and Wildlife Inspector.

### **SAMPLE 2: Replace In-Ground Feeder Lines and Meter Serving New Education Building**

- Background: This facility has been unable to restore power to a new education building following severe storms with flooding. The local electric utility will not restore power/energize the building until aged meter and underground lines are replaced to be in compliance with code.
- Contractor to engage a licensed Professional Engineer to provide signed and sealed electrical design for this work.
- Coordinate disconnect/reconnect with utility provider: XXXXX Electric Cooperative.
- Pothole existing utility underground feeder conductors to verify if they are installed in conduit or direct burial cable. If direct burial, trench & install 2" PVC conduit with 24" sweep elbows from the existing utility pole to the existing location of the meter base to be replaced and coordinate disconnect re-connect with utility provider. Conduit to be installed per utility provider installation standards. Utility provider is to be contacted to provide inspection prior to backfill.
- Replace existing 320amp meter base with new 320A single phase meter base per utility provider standards
- Remove and replace existing QD22100 main breaker with a new QD22200 (enclosure & fittings to remain)
- Remove and replace existing 100A feeder conductors from meter base to new main disconnect
- Reconnect existing feeder conductors to the other two enclosures installed on the building
- Install grounding rods, clamps, & conductors per NEC
- Remove existing conductors from the 2 existing underground conduits installed from the building electrical service across the parking lot to near the location of the new office trailer.
  - Locate & extend opposite end of one conduit to new Office trailer panel
  - Install 3-3/0, 1-#4G in existing 2" conduit (approximately 145 feet)
  - Connect Office trailer to new 200A electrical service & NEC requirements
  - Locate & cap opposite end of conduit not used for connection to office trailer
- Clean both existing conduits with compressed air or vacuum + foam piston (rat) to be pulled through to remove any exiting debris prior to conductor install or capping.
- All asphalt damage to be repaired by contractor prior to project completion.
- A site visit is highly recommended prior to bidding to ensure contractor is aware of all existing conditions.
- All services performed will be subject to inspection by Parks and Wildlife. Final payment and Work Order release will not be issued until final acceptance is issued by the Parks and Wildlife Inspector.

### **SAMPLE 3: Extend Electric Power Service to a Newly Constructed Storage Building**

- Provide construction services to extend electrical power to Storage Building. This will include extending feeders in the existing empty conduit to building and providing a new sub panel. Circuits are to be installed in new sub panel to serve lighting (interior & exterior), receptacles, with dedicated circuits for an air compressor and welder. Notes and photos of the existing conditions are available for reference.
- The building is currently an enclosed empty shell. There is nearby electrical power at an adjacent covered parking bay that needs to be extended to serve the Storage Building.
- Existing AutoCAD files / drawings from the Storage Building construction and / or original building submittals are available for the use in the completion of the project.
- Contractor shall engage a Licensed Professional Engineer (licensed in the State of Texas) for all required engineering designs as well as supervising the engineering construction.
- Contractor shall furnish all labor, equipment, materials and incidentals necessary to perform the design provided by the Electrical Engineer.
- Work Schedule: Contractor shall begin work upon Notice of Award with all services for the initial project to be completed within 60 days. Work can be conducted Monday through Friday between of 8:00 AM to 5:00 PM. All access to the site to be coordinated with on-site staff.
- Electrical Engineer to verify that the existing service (shown in the included picture) can safely handle the electrical capacity and extension over to the new Storage Building. The existing service may need to be improved / repaired before any work to the Storage Building occurs.
- TPWD's preference is for the existing pole, electric meter, and existing panel below the meter to remain. Some of the existing wiring in the panel below the meter appears to be undersized and should be replaced. The enclosure should also be cleaned up and caps need to be added to close the exposed conduit punchouts.
- The smaller electrical panel to the side of the existing larger panel should be replaced. The smaller plugs can be removed. Existing additional circuits may be removed or remain depending on what they serve.
- Demolish/remove existing 110V plugs on wooden poles. Please see images provided.
- Electrical Engineer to verify feeder size that is needed for the 200 Amp panel based on the items listed (lights, plugs, welder, compressor).
- Installations include:
  - 120' of 100Amp feeder cable from existing electrical pole to building, to be pulled through existing conduit.
  - 1x 200 Amp interior sub panel, attached to secure location on building wall or unistrut. Please see images provided.
  - 6x 24K Hi Bay Interior Light Fixtures controlled by 2 separate switches at walk in door.
  - 14x 120V Convenience duplex outlets spread out equally throughout building interior and / or exterior.
  - 4x 400Watt w/ equal LED Exterior Wall Packs at garage doors switched at walk in door. Alternatively controlled by photocell.
  - 1x 240V 30Amp receptacle and dedicated circuit for air compressor.
  - 1x 240V 50Amp receptacle and dedicated circuit for welder.
- All wiring shall be routed in rigid metal conduit back to sub panel. Ensure proper grounding of electrical service at building.
- All work to be completed in accordance with NEC 2023 and current state building code requirements, including all notification requirements.
- Show on printed building plans where equipment is installed. Prepare the final red line as-builts, if necessary.
- All services performed will be subject to inspection by Parks and Wildlife. Final payment and Work Order release will not be issued until final acceptance is issued by the Parks and Wildlife Inspector.

### **SAMPLE 4: INSTALL PORTABLE GENERATOR with TRANSFER SWITCH**

- Background: Parks and Wildlife has procured a trailer-mounted mobile generator intended to provide electricity to the facility's main office building. The Owner seeks to have generator installed and able to power the office building during a prolonged power outage that is common following hurricane, storm surge or wind hazards that strike the area.
- Electrician to engage a licensed Professional Engineer to provide signed and sealed electrical design for this work. Design shall be submitted to TPWD for review and comment, once the review has been completed by the TPWD Infrastructure Division the Engineer shall issue final signed and sealed documents. Final design documents are required prior to performing the Work.
- Install one (1) new manual transfer switch on the outer wall of building to connect a 48-KW standby portable generator. Electrical engineer to verify location of installation and coordinate with existing electrical equipment.
- Install a new 3 phase 400-A manual transfer switch. Electrical Engineer to verify installation location and coordinate with existing equipment.
- Install new 200-A pin and sleeve outlet in a NEMA 3R enclosure for 48-KW standby portable generator. Electrical engineer to coordinate with facility generator specifications and outlet requirements.
- Electrician shall test completed installation of manual transfer switch and demonstrate proper and safe use of manual transfer switch/generator for TPWD Infrastructure and local staff. (Generator and pin/sleeve connecting cable will be provided by TPWD).
- Work Schedule: Contractor shall begin work upon Notice of Award with all services for the initial project to be completed within 180 Calendar Days. Work may be conducted any weekday between 6:30 AM and 9:00 PM.

## **SAMPLE 5, page 1: Install Electric Vehicle Charging Station**

- Background: Owner seeks a package Electric Vehicle (EV) Charging Station that is compatible with the CarPort Charging® network be installed at a specified location in the parking facility of the State Park. Installation instruction materials, technical specifications and complete demonstration videos are available free-of-charge on CarPort Charging®.
- Work to be completed within 120 calendar days from the Owner issued Notice to Proceed.
- Contractor to engage a licensed Professional Engineer to provide signed and sealed electrical design for this work.
- Installation specifications:

### **CHARGING STATION**

- Electric Charging Station shall be dual port, providing Level 2 charging service from each port.
- Electric Charging Station must be compatible with the ChargePoint network.
- Installer must undergo installer training available for all equipment used and obtain installer certifications when available.

### **UNDERGROUND WORK, CONDUIT**

- Attached diagrams reflect the general locations, voltage, capacity, size and manner of routing of all utilities known to be required on this project. The Contractor shall be the responsible for visiting the site, in order to coordinate and confirm their exact locations. It shall be the responsibility of the Contractor to provide temporary electrical power to serve the project while under construction. Remove all temporary wiring upon completion of the work.
- Contractor will be required to address and repair any landscape area disrupted during installation. However, the parking lot pavement will be re-paved following installation so the contractor will not be responsible for repairing damage to the pavement area.
- The work to be performed will extend the conduit from point A (close to the building, that is the actual location) to point B (in the parking lot- where the 2 red squares are). Contractor will confirm at the site.
- Rigid Metal Conduit (RMC): Rigid metal conduit shall be galvanized rigid steel conduit with a minimum size of 1/2". RMC shall be installed for the following services and locations: as noted on the drawings, underground in contact with earth, for physical protection in exposed locations, and as required by the National Electric Code and Local Codes.

PVC conduit, schedule 40, 2" diameter to 10" H, incl terminations, fittings & support	90	L.F.
PVC conduit, field bends, 45 Deg to 90 Deg, 2: diameter	20	Ea.
Backfill, heavy soil, by hand, no compaction	11	L.C.Y
Excavating, excludes sheeting or dewatering, minimum labor/equipment charge, hand trenching	4	Labor
Fill, minimum labor/equipment charge	4	Labor
Compaction, minimum labor/equipment charge	4	Labor

- Electrical Metallic Tubing (EMT): Electrical metallic tubing shall be galvanized steel with a minimum size of 1/2". Electrical metallic tubing shall be used in all locations not otherwise specified for rigid or flexible conduit and where not in violation of the National Electric Code. Use only compression fittings on EMT, set screw fittings will not be accepted.
- The Contractor may use rigid, PVC non-metallic conduit only in underground locations unless specified for a particular location on the drawings or in these specifications. All underground PVC conduits shall be Schedule 40 as a minimum with Schedule 80 PVC conduit used for particular locations as described on the drawings or in these specifications.
- Flexible Conduit: Flexible metal conduit shall be galvanized steel. Flexible metal conduit located in exterior and wet locations shall be the Liquid-Tight Type. Flexible metal conduit may be used in place of EMT where completely accessible, such as above removable acoustical tile ceilings and for exposed work in unfinished spaces. Flexible metal conduit length shall be limited to a maximum of 3' unless specifically approved by the Engineer. Only straight connectors for flexible metal conduit shall be used for concealed connections to outlet boxes, 90-degree connectors shall not be used for concealed installations. Flexible non-metallic conduit may only be used for particular locations as described on the drawings or in these specifications.

### **OUTLET BOXES**

- Surface mounted outlet boxes for exterior work shall be cast type with covers approved for outdoor use. Outlet boxes set flush in a block wall shall be grouted in before the exterior cover is installed on the box.

### **PULL AND JUNCTION BOXES**

- A pull/junction box will be provided for connection as indicated on the drawings.
- The building's existing electrical panel has capacity for 2 adjacent 40A breakers and is intended to provide Level 2 EV Charging service for one dual port Level 2 Charging Station.
- Pull/junction boxes shall be installed at all necessary points, whether indicated on the drawings or not, to prevent injury to the insulation or other damage that could occur from pulling resistance for other reasons necessary to proper installation. Minimum dimensions shall be not less than NEC requirements and shall be increased if necessary, for practical reasons or where required to fit a job condition.
- Each circuit wire in every junction or pull box shall be marked with a wire marker denoting panel circuit. See drawings for any specific wire labeling requirements. The cover of each junction or pull box shall be marked with the circuit numbers of the wiring installed in the box. Use an indelible black marker to mark each cover.

## SAMPLE 5, continuation page 2 (EV Charging Station)

### WIRE AND CABLE

- Feeders and Branch Circuits: Shall be copper, Type THWN rated at 75 degrees C.
- Special Locations: Conductors in special locations such as outdoors at and around the PV arrays and modules shall be copper with a minimum temperature rating of 90 degrees C, and as required by the National Electric Code, Local Code, or as otherwise noted.
- No conductor shall be smaller than No. 12 wire, except for the control wiring and as stated in other sections of the specifications or on the drawings.
- All conductors with the size of No. 8 or larger shall be stranded.
- All wire splicing materials for outdoor splicing must be outdoor rated quality (for example, no wire nuts). Indoor splicing may use wire nuts or indoor rated materials. All splices must follow NEC code.
- All wiring shall be color-coded in accordance with Article 210 of the NEC. Wire including equipment ground wires sizes #8 and smaller shall have insulation in colors. Sizes #6 and larger may be identified on each end by colored, electrical marking tape. In addition, all current carrying conductors shall be color coded according to the DC or AC system in which they are installed per the following:

Voltage System	Phase A	Phase B	Phase C
120/240 V. 1-Phase	Black	Red	
120/240 V. 3-Phase (Hi-leg)	Black	Orange	Red
120/208 V. 3-Phase	Black	Red	Blue
277/480 V. 3-Phase	Brown	Yellow	Purple
DC Voltages	Red (+)	Black (-)	

- Neutral and ground colors shall conform to NEC.

### PULL AND JUNCTION BOXES

- A pull/junction box will be provided for connection as indicated on the drawings.
- The building's existing electrical panel has capacity for 2 adjacent 40A breakers. These are intended to provide Level 2 EV Charging service for one dual port Level 2 Charging Station.
- Pull/junction boxes shall be installed at all necessary points, whether indicated on the drawings or not, to prevent injury to the insulation or other damage that could occur from pulling resistance for other reasons necessary to proper installation. Minimum dimensions shall be not less than NEC requirements and shall be increased if necessary, for practical reasons or where required to fit a job condition.
- Each circuit wire in every junction or pull box shall be marked with a wire marker denoting panel circuit. See drawings for any specific wire labeling requirements. The cover of each junction or pull box shall be marked with the circuit numbers of the wiring installed in the box. Use an indelible black marker to mark each cover.

### DISCONNECT SWITCHES

- Fused Type
- Product Description: NEMA KS 1, Type HD rated enclosed load interrupter knife switch. Handle lockable in OFF position. Switches used on the DC power portion of the systems shall be rated for use at the DC voltage of the system.
- Fuse clips: Designed to accommodate NEMA FU 1, Class R fuses for AC power applications.
- Enclosure: NEMA KS 1, to meet conditions. Fabricate enclosure from steel finished with manufacturer's standard gray enamel.
- Interior Dry Locations: Type 1.
- Exterior Locations: Type 3R.
- Corrosive Sea Coast Locations: Type 4X Non-metallic. Do not use Type 4X stainless steel.
- Service Entrance: Switches identified for use as service equipment are to be labeled for this application. Furnish solid neutral assembly and equipment ground bar.
- Furnish switches with entirely copper current carrying parts.
- Short Circuit Current Rating: UL listed for 10,000 rms symmetrical amperes when used with or protected by Class H or K fuses (30-600 ampere), 200,000 rms symmetrical amperes when

### SYSTEM GROUNDING

- All electrical and photovoltaic systems must be grounded in accordance with NEC requirements.
- Ground electrodes must be appropriate to the soil type and site conditions. Plates, manufactured ground electrode systems, or other types may be required to meet NEC ground resistance requirements.

## EXHIBIT C– SAMPLE AGREEMENT BETWEEN OWNER AND CONTRACTOR

### Instructions to all Respondents

- 1) Respondents are required to review this Exhibit – *Agreement Between Owner and Contractor* prior to submission of proposals.
- 2) TPWD will not consider any exceptions and/or requests for modification submitted after the date and time for submission of proposals.
- 3) If selected for award, TPWD and the successful Offeror shall sign a final, negotiated version of the Agreement.

*Agreement sample follows on next 14 pages.*

**TEXAS PARKS AND WILDLIFE DEPARTMENT**  
**IDEFINITE DELIVERY/INDEFINITE QUANTITY CONTRACT - ELECTRICAL CONSTRUCTION SERVICES**  
**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

IDIQ Agreement No. \_\_\_\_\_

STATE OF TEXAS                    §  
COUNTY OF TRAVIS §

**DRAFT CONTRACT DOCUMENT FOR OFFEROR TO  
REVIEW PRIOR TO PROPOSAL.**

**DO NOT SUBMIT WITH PROPOSAL.**

**THIS AGREEMENT** made and entered into as of the final date of execution, by and between the **TEXAS PARKS AND WILDLIFE DEPARTMENT**, 4200 Smith School Road, Austin, Texas 78744 ("TPWD"), and **CONTRACTOR, CITY, STATE, ZIP**, ("Contractor").

**WITNESSETH**

**WHEREAS**, under Texas Government Code Title 10, Subtitle F, Chapter 2269, Subchapter D: Competitive Sealed Proposal Method and under the authority of Texas Parks and Wildlife Code §11.0171 provides for the procurement of construction services. TPWD intends to obtain certain Electrical Construction Services ("Services") in connection with certain Public Works Projects at various Texas Parks and Wildlife Department locations throughout the State of Texas, as evidenced in writing by "Work Orders"; and

**WHEREAS**, it is mutually agreed that Construction Services Contractor shall provide construction services as herein described for the Projects as required by each Work Order; and the Contractor has agreed to provide the Services subject to the terms and conditions hereinafter set forth. Contractor acknowledges and agrees that nothing in this Agreement confers any right to, expectation or, or guarantee of, a minimum number of Work Orders or amount of Work.

**WHEREAS**, all terms and conditions of the Request for Proposal documents, including, but not limited to Contractor's Response, Insurance requirements and General Terms and Conditions are hereby incorporated by reference into this **Agreement No. \_\_\_\_\_**. In the event that there is a conflict between the agreement documents, this Agreement and its exhibits take priority over all other documents. Following the Agreement in order of priority is Request for Proposal (RFP), Work Orders, Work Order proposals, Contractor's Response to the Request for Proposal.

**NOW, THEREFORE**, TPWD and Contractor, for and in consideration of the mutual promises, obligations, and benefits hereof, enter into the Agreement as follows:

**ARTICLE 1    EMPLOYMENT OF CONTRACTOR**

All services shall be performed by a professional contractor authorized to do business in the State of Texas. TPWD and Contractor agree Contractor is an independent Contractor and not an agent of TPWD. Contractor agrees to perform services in connection with any Work Order as described below, and for having rendered such services, TPWD agrees to pay to Contractor compensation as stated herein, subject to the terms and conditions hereof. Contractor represents and warrants that it has and will maintain the qualifications, experience, personnel, and other resources to perform in the manner required by this Agreement.

**1.1    Scope of Services**

TPWD may, but is not obligated to, from time to time engage the Services of Contractor for one or more specific projects and identify the particular Services needed. The Scope of Services for the Contractor will include those services set forth in future individual Work Orders, which will reference this Agreement for all purposes. A list of services that may be required are included in the *RFP Section I – Subsection 2. Solicitation Method and Intent*.

## 1.2 Contractor's Responsibilities

The specific scope of Services for each project to be performed by the Contractor shall be determined in advance and in writing between the TPWD and the Contractor. These services shall be set forth in individual Work Orders, which are to be attached and incorporated in this Agreement for all purposes and shall be subject to the terms and conditions set forth in this Agreement, unless expressly provided otherwise in the Work Order.

TPWD may, at its sole discretion, require an initial pre-proposal site meeting with the Contractor to confirm and revise the scope of work for the project(s) and the preliminary estimate of cost. Contractor cannot be compensated for the site meetings if required. Participation in a pre-proposal site meeting is not a guarantee or promise of a Work Order award.

The TPWD shall prepare a Request for a Work Order Proposal (RWOP) identifying the project and describing, in general, the intended scope and character of the project, the preliminary cost estimate (if available), and schedule for the project.

In response to the RWOP, the Contractor shall provide TPWD with a written Work Order Proposal. The Work Order Proposal shall include:

Narrative description of the Contractor's understanding of the project scope of work;

Detailed statement of the services anticipated for the project;

Fee Proposal detailing the total fee for providing the Services and breakdown of costs into a Schedule of Values;

Firm fixed price shall include all expenses associated with the project, to include but not limited to, labor, equipment, materials, travel, bonds, insurance, etc.;

Construction Schedule reflecting critical path to complete the specified scope of work;

Contractor's assigned project manager and contact information.

The TPWD shall review Contractor's Work Order Proposal and negotiate any changes, clarifications, or modifications thereto. The Contractor shall submit a revised Work Order Proposal incorporating any changes, clarifications, or modifications made in the review process. The TPWD may accept, reject, or seek modification of any Work Order Proposal.

Upon approval of the Work Order Proposal by the TPWD, TPWD shall issue an Authorization to Proceed. The Authorization to Proceed authorizes the Contractor to begin the work identified in the Work Order Proposal and shall include a Purchase Order number for the Work Order specific to the project.

It is the policy of TPWD to promote and encourage contracting and subcontracting opportunities for Historically Underutilized Businesses (HUB) in all contracts. In accordance with Chapter 2161 of the Texas Government Code and Title 34 of the Texas Administrative Code, state agencies must make a good faith effort to utilize HUBs in contracts for construction services.

Individual Work Orders issued under this IDIQ program are not to equal or exceed \$100,000.00 and subcontracting opportunities are not probable. Thereby, TPWD has determined that HUB Subcontracting Plans will not be required with any Work Order issued pursuant to this IDIQ program.

Contractor shall allocate adequate time, personnel, and resources as necessary to perform its services. Changes to Contractor's key personnel identified in Contractor's response to the Request for Proposal shall not be made without prior written approval of the TPWD. TPWD may request that Contractor replace unsatisfactory personnel, which request shall not be unreasonably denied.

**DRAFT CONTRACT DOCUMENT FOR OFFEROR TO  
REVIEW PRIOR TO PROPOSAL.**

**DO NOT SUBMIT WITH PROPOSAL.**

### **1.3 Electrical Construction Services - General Specifications**

1.3.1 When requested by the TPWD, the Contractor shall perform all services described herein and provided in individual Work Orders. Contractor warrants that it will perform (i) in accordance with accepted trade standards and industry practices for good and workmanlike construction; and (ii) as expeditiously as is prudent considering the ordinary professional skill and care of a competent Contractor. Contractor shall provide all qualified personnel necessary to accomplish the Services within the time limits as set forth in a Work Order schedule.

If the Contractor fails to meet the foregoing standard, Contractor will perform forthwith at its own cost, and without reimbursement from the TPWD, the Services necessary to correct defects caused by Contractor's failure to comply with the above standard. Any and all costs and/or losses incurred by TPWD as a result of such defects may be deducted from Contractor's compensation due under this Agreement and Contractor shall reimburse TPWD for any and all such costs and/or losses in excess of Contractor's compensation due under this Agreement.

1.3.2 TPWD shall designate a Project Manager as primary point of contact per Work Order. TPWD's Project Manager shall supervise TPWD's review of the Contractor's work, services, deliverables, schedules, and similar matters. The Project Manager does not have any express or implied authority to vary the terms of the Agreement, amend the Agreement in any way or waive strict performance of the terms or conditions of the Agreement.

1.3.3 Inquiries by TPWD must be responded to within three (3) business days. Reconsideration of value requests must be responded to within three (3) business days.

### **ARTICLE 2 INSURANCE REQUIREMENTS**

See Request for Proposal, 2025 IDIQ Electrical Construction Services, Exhibit C, TPWD's Insurance Requirements. **PSA Attachment 1, Contractor's Insurance Certificate** are incorporated into this Agreement.

### **ARTICLE 3 TPWD'S RESPONSIBILITY**

TPWD may issue multiple Work Orders during the term of this Agreement, all of which shall be in writing. Each Work Order shall list tasks and deliverables to be completed by Contractor; deliverable due dates; Contractor's Fee; and any other information or special conditions necessary for completion of the Work Order.

The TPWD's representative will notify the Contractor of requested services with as much advance notice as possible. The TPWD will notify the Contractor as soon as possible of any extended period of time in which services must be stopped.

### **ARTICLE 4 AGREEMENT TERM**

The term of this Agreement shall begin on the date first written above and be valid for one (1) year. This Agreement is subject to renewal at the option of the TPWD for three (3) additional twelve-month extensions.

The term of each individual Work Order shall begin upon issuance of a Notice of Award/Authorization to Proceed and continue as stipulated in each individual Work Order. Contractor shall complete services as set forth in individual Work Orders and shall prepare and submit to TPWD written recommendations and reports as set forth in such Work Orders.

This Agreement shall remain in full force and effect for the period required for the completion of any and all Work Order(s), including required extensions thereto, unless terminated pursuant to the provisions of this Agreement.

Any amendment to this Agreement shall be in written notice signed by both parties.

**DRAFT CONTRACT DOCUMENT FOR OFFEROR TO  
REVIEW PRIOR TO PROPOSAL.**

**DO NOT SUBMIT WITH PROPOSAL.**



## **ARTICLE 5 SCHEDULE**

The term of each individual Work Order shall begin upon issuance of a Notice of Award/Authorization to Proceed and continue until the project has been completed and accepted by TPWD. Contractor shall complete services as set forth in individual Work Orders and shall prepare and submit to TPWD the deliverables and reports as set forth in such Work Orders.

## **ARTICLE 6 COMPENSATION AND PAYMENTS**

- 6.1 Compensation shall be based on a per delivery of services as stated in the Request for Work Order. All fees and expenses that may be payable pursuant to this Agreement shall be set forth and specified in each Work Order and will be determined as a result of negotiations between the parties based upon the services to be rendered for the specific project.
- 6.2 TPWD's representative will maintain on-going review and status of Contractor's progress toward completion of services and will certify whether Contractor's billings are reasonably comparable with the work completed. Payments shall be made upon completion of services and receipt of properly executed invoices from the Contractor. Invoices shall identify all services as to type and quantity performed and shall specify blanket agreement and purchase order numbers. Payment(s) will not be made until all work has been reviewed and accepted by TPWD.
- 6.3 Payments under this Agreement will not exceed the amount specified in each individual Work Order. No single Work Order shall exceed **One Hundred Thousand dollars (\$100,000.00)**, nor the cumulative total of all Work Orders issued hereunder shall exceed the sum of **Seven Hundred Fifty Thousand dollars (\$750,000.00)** over the term of this Agreement, including any renewals or extensions. If additional funding becomes available, TPWD in its sole discretion may increase this funding limit by way of written Amendment hereto.
- 6.4 Prior to entering into any agreement between Contractor and TPWD, and Contractor and its consultants, Contractor shall have agreed to a Rate Table that includes personnel titles and the hourly billing rate for each; daily rates for use of Contractor-owned equipment (if any); and a fixed percentage to be applied over direct costs as a markup (co-efficient) that encompasses costs for general conditions, overhead, profit, bonds and insurance.
- 6.4.1 The Contractor shall be paid based on rates expended pursuant to this Agreement. Rates and fees shall be proposed in RFP, Response Forms, Section 8- Rate Table and adopted to this Agreement by attachments.
- 6.4.2 Established rates and fees shall not be increased except by written request of Contractor at time of renewal executed as a modification to this Agreement that is approved by both parties.
- 6.5 Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 of the Texas Government Code shall govern remittance of payment and remedies for late payment and non-payment.
- 6.6 Reimbursement for any and all travel expenses must be pre-approved by the TPWD in writing and will be included in the amount of any Work Order issued. Travel expenses included in the Work Order shall not exceed the rates established by the Comptroller of the State of Texas as outlined in the State of Texas travel guidelines TexTravel.

Actual lodging, food, and mileage rates shall be the U.S General Services Administration (GSA) federal rate in effect at the time the Work Order is executed, and the rates shall remain the same until the Work Order is complete. Lodging and food costs shall be reimbursed for overnight travel only (applicable when outside of Contractor's office for at least six consecutive hours). Transportation costs shall be

reimbursed for travel only in excess of fifty (50) miles, one-way, from Contractor's office. State of Texas Transportation Rules: <https://fmxcpa.texas.gov/fmx/travel/texttravel/trans/index.php>

Lodging: Contractor shall be reimbursed up to the maximum U.S. General Services Administration (GSA) federal lodging rate for the city or county of the primary destination plus the applicable tax. The federal GSA standard rate shall apply if the city or county of the primary destination is not listed. Lodging expenses shall be documented by submittal of detailed folio/receipts with Contractor's invoice.

Food/Meals: Contractor shall be reimbursed up to the maximum U.S. General Services Administration (GSA) federal rate for meals.

Transportation: Contractor shall be reimbursed mileage expenses not to exceed the maximum GSA federal rates which can be found at: <https://fmxcpa.state.tx.us/fm/travel/milerate/index.php>.

Air Fare (Coach Class): Requires prior TPWD approval. Contractor shall be reimbursed for actual cost of coach class air fare documented by submittal of receipts with Contractor's invoice. The reimbursement may not exceed the cost of the lowest available airfare.

Car Rental (Mid-Size): Contractor shall be reimbursed for actual cost of a mid-size vehicle. Vehicle rental at a higher cost than for a mid-size vehicle shall require prior approval of TPWD. Mileage will not be reimbursed while driving a rental vehicle. Fuel costs for rental vehicles shall be reimbursed at cost of self-fueled rate per gallon. Car rental and fuel expenses shall be documented by submittal of receipts with Contractor's invoice.

- 6.7 TPWD shall reimburse Contractor for TPWD authorized travel directly associated with services as set out in the Work Order upon receipt of Contractor's documented invoice. Contractor shall minimize the amount of travel expenses reimbursed by ensuring that each trip is the most cost-effective considering all relevant circumstances.

**TOTAL TRAVEL EXPENSES SHALL NOT EXCEED the amount specified in each Work Order.**

6.10 Payments Withheld

- 6.10.1 Under no circumstances shall TPWD be obligated to make any payment (whether a progress payment or final payment) to Contractor, if any one or more of the following conditions exist:

Contractor is in breach or default under this Agreement;

Any portion of a payment is for services that were not performed in accordance with this Agreement provided, however, payment shall be made for those services which were performed in accordance with this Agreement;

Contractor has failed to make payments promptly to consultants or other third parties used in connection with services for which TPWD has made payment to Contractor.

- 6.10.2 The TPWD shall not be obligated to make any payment to Contractor if TPWD, in good faith, determines that the balance of the unpaid fee is not sufficient to complete the services in accordance with this Agreement; or if Contractor has failed to achieve a level of performance necessary to maintain the project schedule.

**ARTICLE 7 CONTRACTOR ACCOUNTING RECORDS**

- 7.1 Records of Travel Expenses, services performed on the basis of agreed upon hourly billing rate as stated in the accepted **the Rate Table** shall be kept on the basis of Generally Accepted Accounting Principles and shall be available to TPWD or TPWD's authorized representative at mutually convenient times for a period of at least seven (7) years after final completion of the Project. TPWD shall have the right to verify the details set forth in Contractor's billings, certificates, and Invoices, either before or after payment by

(1) inspecting the books and records of Contractor during normal business hours; (2) examining any reports with respect to this Project; (3) interviewing Contractor's business employees; (4) visiting the Project site; and (5) other reasonable action.

- 7.2 Records of Contractor's costs and expenses pertaining to the Project and payments shall be available to TPWD or its authorized representative during business hours and shall be retained for seven (7) years after final Payment or abandonment of the Project, unless TPWD otherwise instructs Contractor in writing.

## **ARTICLE 8 OWNERSHIP AND USE OF DOCUMENTS**

Reports and recommendations as instruments of service are and shall remain property of Contractor whether the Project for which they are made is executed or not. TPWD shall be permitted to retain copies, including reproducible copies, of reports and recommendations for information and reference in connection with TPWD's use and occupancy of the Project. TPWD shall have an irrevocable, paid-up, and perpetual non-exclusive license and right, which shall survive the termination of this agreement, to use the reports and recommendations, including the originals thereof, and the information contained therein, for any purpose, regardless of whether Contractor's Agreement has been terminated. Contractor shall not be liable for any changes made by TPWD to the recommendations or for claims or actions arising from any such changes on projects in which Contractor is not involved.

## **ARTICLE 9 TERMINATION OF AGREEMENT**

This contract shall terminate upon full performance of all requirements contained in this contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.

- 9.1 Termination for Convenience: TPWD reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, in whole or in part, without cost or penalty, for any reason if TPWD determines that such termination is in the best interest of the state. Upon such an occurrence, TPWD will immediately notify the Contractor in writing, specifying the reason for and the effective date of the termination. Such notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems and for safety.

Upon receipt of the notice of termination, the Contractor immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:

Stop all work.

Place no further subcontracts or orders for materials or services.

Terminate all subcontracts for convenience.

Cancel all materials and equipment orders as applicable.

Take any action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.

When the Contract is terminated for convenience, Contractor may recover from TPWD payment for all Work executed provided that TPWD shall not be liable for any work performed that is not acceptable to TPWD and/or does not meet contract requirements. Contractor may not claim lost profits on other work or lost business opportunities.

Termination under this paragraph shall not relieve the vendor of any obligation or liability that has occurred prior to cancellation.

- 9.2 Termination for Cause/Default: Upon written notice to Contractor and, if applicable, its surety, TPWD may, without prejudice to any right or remedy, terminate the Contract and take possession of the Site

and of all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor if the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract or fails to comply with any of the terms or conditions of the Contract.

Failure by TPWD to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.

Should TPWD decide to terminate the Contract under the provisions of Section 27.2, it will provide to Contractor and its surety thirty (30) days prior written notice.

Should Contractor or its surety, after having received notice of termination, demonstrate to the satisfaction of TPWD that Contractor or its surety are proceeding to correct such default with diligence and promptness, upon which the notice of termination was based, the notice of termination may be rescinded by TPWD. If so rescinded, the Work may continue without an extension of time.

If Contractor or its surety fails, after written notice from TPWD to commence and continue correction of such default with diligence and promptness to the satisfaction of Owner within thirty (30) days following receipt of notice, TPWD may arrange for completion of the Work and deduct the cost of completion from the unpaid Contract Sum.

Contractor will be responsible for paying damages to TPWD including but not limited to re-procurement costs, and any consequential damages to the State of Texas or TPWD resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

TPWD will make no further payment to Contractor or its surety unless the costs to complete the Work are less than the Contract balance, then the difference shall be paid to Contractor or its surety. If such costs exceed the unpaid balance, Contractor or its surety will pay the difference to TPWD.

This obligation for payment survives the termination of the Contract.

TPWD reserves the right in termination for cause to take assignment of all the Contracts between Contractor and its Subcontractors, vendors, and suppliers. TPWD will promptly notify Contractor of the contracts TPWD intends to assume. Upon receipt of such notice, Contractor shall promptly take all steps necessary to affect such assignment.

- 9.3 Termination for Lack of Funds: The Contract is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state funds.

The rights and remedies of TPWD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

TPWD may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TPWD notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall remain liable for all covenants and indemnities under the Contract. The Contractor shall be liable for all costs and expenses, including court costs, incurred by TPWD with respect to the enforcement of any of the remedies listed herein.

## **ARTICLE 10 AGREEMENT PROVISIONS**

- 10.1 **Appointment:** TPWD hereby expressly reserves the right from time to time to designate by notice to Contractor, a representative to act partially or wholly for TPWD in connection with the performance of

TPWD's obligations hereunder. Contractor shall act only upon instructions from such representative unless otherwise specifically notified to the contrary.

- 10.2 **Authority to Act:** Contractor warrants, represents, and agrees that (1) it is a duly organized and validly existing legal entity in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Texas; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Agreement; and (4) the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.
- 10.3 **Captions:** The captions of paragraphs in this Agreement are for convenience only and shall not be considered or referred to in resolving questions of interpretation or construction.
- 10.4 **Civil Rights:** Contractor shall comply with all federal, state, and local laws, regulations, executive orders, ordinances and requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, executive orders, ordinances, and requirements and guidelines currently exist and as they are amended throughout the term of this Agreement. The TPWD reserves the right in its sole discretion to unilaterally amend this Agreement throughout its term to incorporate any modifications necessary for TPWD's or Contractor's compliance with all applicable State and federal laws and regulations. Without limiting the foregoing, Contractor expressly agrees to comply with the following laws, regulations and executive order to the extent they are applicable to the Agreement: (i) Titles VI and VII of Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) The Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (vii) 40 TAC § 819.12 & Tex Labor Code Chapter 21 relating to Prohibitions relating to employment and discrimination; (viii) all regulations and administrative rules established pursuant to the foregoing laws; (ix) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; and (x) all federal and state laws governing the handling, processing, packaging, storage, labeling and delivery of food products, if applicable. All laws, regulations, and executive orders applicable to the Agreement are incorporated by reference where so required by law.
- 10.5 **Compliance:** The Contractor shall comply with all Federal, State, and local laws, ordinances, statutes, and regulations pertaining to services provided hereunder and shall obtain such permits, licenses, or other authorization as may be required for their portion of the work.
- 10.6 **Extent of Agreement:** This Agreement supersedes all prior agreements, written or oral, between Contractor and TPWD and shall constitute the entire Agreement and understanding between the parties with respect to the subject matter hereof. This Agreement and each of its provisions shall be binding upon the parties and may not be waived, modified, amended, or altered except by a writing signed by TPWD and Contractor.
- 10.7 **Federally Funded Projects:** On Federally funded projects, the TPWD may waive, suspend, or modify any Article in this Agreement which conflicts with any Federal statute, rule, regulation, or procedure, where such waiver, suspension or modification is essential to receipt by the TPWD of such Federal funds for the project. In the case of any project wholly financed by Federal funds, any standards required by the enabling Federal statute, or any Federal rules, regulations or procedures adopted pursuant thereto, shall be controlling.
- 10.8 **Non-Collusion:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or Contractor any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this agreement.

DRAFT CONTRACT DOCUMENT FOR OFFEROR TO REVIEW PRIOR TO PROPOSAL.

DO NOT SUBMIT WITH PROPOSAL.

For breach or violation of this warranty, the TPWD shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

- 10.9 **Notices:** All notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, or to such person or address as may be given in writing by either party to the other in accordance with the aforesaid. Any written notices required under this Agreement will be by hand delivery to Contractor's office address specified on Page 1 of this Agreement or by U.S. Mail, certified, return receipt requested, and to TPWD, Attention: Infrastructure Division, 4200 Smith School Road, Austin, TX 78744. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.
- 10.10 **Proprietary Interests:** All information owned, possessed, or used by TPWD, which is communicated to, learned, developed, or otherwise acquired by Contractor in the performance of services for TPWD, which is not generally known to the public, shall be confidential. Contractor shall not, beginning on the date of first association or communication between TPWD and continuing through the term of this Agreement and any time thereafter, disclose, communicate, or divulge, or permit disclosure, communication, or divulgence, to another or use for Contractor's own benefit or the benefit of another, any such confidential information, unless required by law. Contractor shall obtain assurances similar to those contained in this Subparagraph from persons, vendors, and consultants retained by Contractor. Contractor acknowledges and agrees that a breach by of the provisions hereof will cause TPWD irreparable injury and damage, therefore, expressly agrees that TPWD shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this Agreement.
- 10.11 **Statute of Limitations:** Applicable statute(s) of limitation shall commence to run, and any alleged cause of action shall accrue when the party commencing such cause of action knows or reasonably should have known of the existence or occurrence of the act(s) or failure(s) to act giving rise to the claim.
- 10.12 **Successors and Assigns:** TPWD and Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, permitted successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement. This Agreement is a personal service agreement for the services of Contractor, and Contractor's interest in this Agreement, duties hereunder and/or fees due hereunder may not be assigned or delegated to a third party. The benefits and burdens of this Agreement are, however, assignable by TPWD.

## **ARTICLE 11 OTHER CONDITIONS OR SERVICES**

TPWD and Contractor hereby agree to the full performance of the covenants contained herein.

- 11.1 **Services:** Services are those services described in Article 1, for which compensation is provided in this Agreement.
- 11.2 **Cooperation:** All project managers, employees, and associated subcontractors shall cooperate with and assist each other, and all other Contractors and professionals retained by TPWD. Contractor agrees to conduct all of its services under this Agreement by and through appropriate communications with TPWD's Designated Representative. No work, installation or other services shall be undertaken by Contractor except with the prior written authorization of the TPWD. Contractor understands and agrees that work, installation, or other service performed without the prior written authorization of the TPWD is work outside the scope of this Agreement and shall be performed exclusively at Contractor's risk.



## **ARTICLE 12 INDEMNIFICATION AND LIABILITY:**

12.1. **Acts or Omissions:** CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TPWD, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE AGREEMENT AND ANY PURCHASE ORDERS ISSUED UNDER THE AGREEMENT. THE DEFENSE SHALL BE COORDINATED BY THE CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

### **12.2. Infringements:**

12.2.1. CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, TPWD, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD-PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF THE CONTRACTOR PURSUANT TO THIS AGREEMENT. CONTRACTOR AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND IDIQ ELECTRICAL CONSTRUCTION SERVICES CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

12.2.2. Contractor shall have no liability under this Section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by the Contractor pursuant to TPWD's specific instructions, (iv) any intellectual property right owned by or licensed to TPWD, or (v) any use of the product or service by TPWD that is not in conformity with the terms of any applicable license agreement.

12.2.3. If Contractor becomes aware of an actual or potential claim, or TPWD provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against TPWD, shall), at Contractor's sole option and expense; (i) procure for the TPWD the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that TPWD's use is non-infringing.

### **12.3. Compensation/Unemployment Insurance – Including Indemnity:**

12.3.1. CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS AGREEMENT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS AGREEMENT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TPWD AND/OR THE STATE SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT

INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

12.3.2. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS TPWD, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, IDIQ ELECTRICAL CONSTRUCTION SERVICES CONTRACTOR, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS AGREEMENT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND IDIQ ELECTRICAL CONSTRUCTION SERVICES CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

### **ARTICLE 13 LIST OF AGREEMENT EXHIBITS**

The following exhibits are fully incorporated into the Agreement by reference:

*Attachment 1—Contractor's accepted Rate Table*

*Attachment 2 – Essential Clauses, Affirmations and Additional Contract Requirements*

*Attachment 3 – General Terms and Conditions for Construction*

*Attachment 4- Request for Proposals, Solicitation No. 2025-ElectricConstruct-IDIQ*

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the final day of execution.

#### **Contractor**

Street Address

City, State Zip

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

#### **Texas Parks and Wildlife Department**

4200 Smith School Road

Austin, Texas 78744

By:\_\_\_\_\_

Name:\_\_\_\_\_

Title:\_\_\_\_\_

Date:\_\_\_\_\_

**DRAFT CONTRACT DOCUMENT FOR OFFEROR TO REVIEW PRIOR  
TO PROPOSAL.**

**DO NOT SUBMIT WITH PROPOSAL.**



## EXHIBIT D – OWNER’S INSURANCE REQUIREMENTS OF SELECTED CONTRACTOR

Within ten (10) calendar days of Notice of Intent to Award the following insurance requirements shall be met by providing a current Certificate of Insurance and corresponding policy endorsements.

Contractor shall procure and maintain during the entire period of their performance under this Contract the following minimum insurance.

Type of Insurance	Each Occurrence/Aggregate
<b>Workers Compensation</b>	Statutory
<b>Employer’s Liability</b> Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	 \$1,000,000 Ea. Accident \$1,000,000 Ea. Employee \$1,000,000 Policy Limit
<b>Commercial General Liability</b> General Aggregate Applies Per Project	 \$1,000,000 Bodily Injury & Property Damage – Each Occurrence \$2,000,000 Aggregate Limit \$5,000 Medical Expense Each Person \$1,000,000 Personal Injury & Advertising Liability \$2,000,000 Products / Completed Operations Aggregate Limit
<b>Automobile Liability</b> All Owned, Hired and Non-Owned Vehicles	 \$1,000,000 Combined Single Limit

Note: Workers’ Compensation is required by an “employer” which is defined as “a person who employs one or more employees.” If Bidder has no employees, such insurance is not required. If Bidder claims they have no employees, TPWD will require a sworn statement to that fact.

Policy must contain an additional insured endorsement: The State of Texas, acting through Texas Parks and Wildlife Department and its officers and employees, is listed as an additional insured and loss payee.

Prior to the commencement of the job and not later than ten (10) days following award, the Contractor shall furnish to TPWD, for approval, a certificate of insurance as proof that the required insurance is in full force and effect. Failure to meet this requirement may result in disqualification. In such circumstances, TPWD shall be authorized to proceed with award to the next highest ranked, responsive and responsible bidder.

The certificate of insurance shall be sent to the contract manager specified in the solicitation.

The certificate of insurance shall become a part of the Agreement as Attachment 2.

## EXHIBIT E- SAMPLE WAGE RATES

Respondents are required to review this Exhibit and be familiar with Wage Rate requirements prior to submission of proposal.

*Sample Wage Rates document follows on next 5 pages.*

### PREVAILING WAGE RATE DETERMINATION INFORMATION

**Construction Types: Building**

**XXXXXXX County, Texas**

Chapter 2258, Texas Government Code, Title 10 requires that state agencies, (including universities), cities, counties, independent school districts, and all other political subdivisions that engage in public works construction projects produce and include prevailing wage rate determinations in the project bidding and contract documents.

Chapter 2258 requires that the contractor who is awarded a contract by a public body and a contractor's subcontractor shall pay not less than the rates determined by such state agencies to workers employed for the execution of such work. Pursuant to Chapter 2258, Texas Parks and Wildlife has ascertained the following wages to be paid for the various classifications of workers, in the locality of this project. In determining these wages, TPWD has utilized the Prevailing Wage Rates as determined by the U.S. DOL in accordance with the Davis-Bacon Act.

**General Decision Number: XXXXXXXX**

**Construction Type: Building**

**State: Texas**

**County: XXXXXXXX County in Texas.**

**PREVAILING WAGE DOCUMENT IS INCLUDED  
AS A SAMPLE ONLY.**

**PROJECT SPECIFIC DOCUMENTS ARE ISSUED  
WITH EACH WORK ORDER.**

**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered	. Executive Order 14026	
into on or after January 30,	generally applies to the	
2022, or the contract is	contract.	
renewed or extended (e.g., an	. The contractor must pay	
option is exercised) on or	all covered workers at	
after January 30, 2022:	least \$17.20 per hour (or	
	the applicable wage rate	
	listed on this wage	
	determination, if it is	
	higher) for all hours	
	spent performing on the	
	contract in 2024.	

If the contract was awarded on	. Executive Order 13658
or between January 1, 2015 and	generally applies to the
January 29, 2022, and the	contract.
contract is not renewed or	. The contractor must pay all
extended on or after January	covered workers at least
30, 2022:	\$12.90 per hour (or the
	applicable wage rate listed
	on this wage determination,
	if it is higher) for all
	hours spent performing on
	that contract in 2024.
\_\_\_\_\_	\_\_\_\_\_

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date

0

01/05/2024

ASBE0087-002 06/04/2023

**PREVAILING WAGE DOCUMENT IS INCLUDED AS A SAMPLE ONLY.  
PROJECT SPECIFIC DOCUMENTS ARE ISSUED WITH EACH WORK ORDER.**  
Rates Fringes

ASBESTOS WORKER/HEAT & FROST

INSULATOR.....\$ 28.95 8.39

BOIL0531-001 01/01/2023

Rates Fringes

Boilermaker.....\$ 37.00 24.64

IRON0263-019 06/01/2023

Rates Fringes

Ironworker, reinforcing and  
structural.....\$ 27.89 7.93

LABO0154-001 05/01/2008

Rates Fringes

Laborers: (Mason Tender -  
Cement/Concrete).....\$ 12.98 \*\* 3.49

PLUM0142-010 07/01/2023

	Rates	Fringes
PLUMBER, Excludes HVAC Pipe		
Installation.....	\$ 35.95	11.25

SUTX2009-031 04/20/2009

**PREVAILING WAGE DOCUMENT IS INCLUDED AS A SAMPLE ONLY.  
PROJECT SPECIFIC DOCUMENTS ARE ISSUED WITH EACH WORK ORDER.**

	Rates	Fringes
BRICKLAYER.....	\$ 19.67	0.00
CARPENTER, Includes Acoustical Ceiling, Installation, Drywall, Metal Stud.....	\$ 13.13 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 13.27 **	0.00
ELECTRICIAN.....	\$ 20.00	3.11
GLAZIER.....	\$ 17.20	1.59
HVAC MECHANIC .....	\$ 14.21 **	0.77
INSTALLER - OVERHEAD DOOR.....	\$ 11.63 **	6.26
LABORER: Common or General.....	\$ 9.73 **	0.00
LABORER: Landscape,Irrigation...	\$ 8.50 **	0.22
LABORER: Mason Tender - Brick...	\$ 12.02 **	0.00
LABORER: Mortar Mixer.....	\$ 12.00 **	0.00
LABORER: Plaster Tender.....	\$ 9.00 **	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 13.75 **	0.00
OPERATOR: Bulldozer.....	\$ 12.80 **	0.43
OPERATOR: Crane.....	\$ 21.33	0.00
OPERATOR: Forklift.....	\$ 14.58 **	0.00
OPERATOR: Loader (Front End)....	\$ 10.54 **	0.00
PAINTER: .....	\$ 12.26 **	0.00
PLASTERER.....	\$ 15.50 **	0.00
ROOFER.....	\$ 13.64 **	1.80
SHEET METAL WORKER, Excludes		
HVAC Duct Installation.....	\$ 17.00 **	0.00
TILE SETTER.....	\$ 15.00 **	0.00
TRUCK DRIVER.....	\$ 11.24 **	0.35

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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\*\* Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

**PREVAILING WAGE DOCUMENT IS INCLUDED AS A SAMPLE ONLY.  
PROJECT SPECIFIC DOCUMENTS ARE ISSUED WITH EACH WORK ORDER.**

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers: A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers: Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers: Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

**PREVAILING WAGE DOCUMENT IS INCLUDED AS A SAMPLE ONLY.  
PROJECT SPECIFIC DOCUMENTS ARE ISSUED WITH EACH WORK ORDER.**

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

### GENERAL TERMS AND CONDITIONS

MAY 2024

ITEMS BELOW BECOME A PART OF THE CONTRACT AND

APPLIES TO WORK ORDERS UNDER \$100,000.00

Any Work Order (Purchase Order) awarded as a result of this solicitation will contain the general terms and conditions listed below in this Section. Subcontractors, if utilized, are also obliged to comply with these provisions.

**1. DEFINITIONS:** As used throughout this solicitation, the following terms have the meaning set forth below. All other terms have the meaning set forth in Webster's II New College Dictionary.

- 1.1 Bidder: An individual or entity that submits a bid. The term includes anyone acting on behalf of the individual or entity that submits a bid, such as an agent, employee and representative. See Respondent.
- 1.2 Contractor: The individual, corporation, company, partnership, firm, or organization that has to furnish the materials and has to perform the work as stated in the solicitation.
- 1.3 ESBD: The Electronic State Business Daily, which is available online at <http://www.txsmartbuy.com/esbd>.
- 1.4 Gov't Code: The Texas Government Code.
- 1.5 Owner: The Texas Parks and Wildlife Department (TPWD), an agency of the State of Texas.
- 1.6 Party/Parties: Either the TPWD and Respondent separately or collectively.
- 1.7 Respondent: Any person or vendor who submits a Bid/Proposal/Offer in response to this solicitation.
- 1.8 Services: Includes the use of labor, materials, facilities, equipment, and any other need that is necessary or incidental to the successful completion of the contract.
- 1.9 Subcontractor: Any supplier, distributor, Contractor, person, or firm furnishing to the Contractor, materials or services necessary or incidental to the performance of the Contract between TPWD and Contractor.
- 1.10 TAC: The Texas Administrative Code, which is the publication for administrative rules.
- 1.11 Texas Identification Number: A unique 11-digit number assigned by the Texas Comptroller of Public Accounts. When a payee first contracts with a state agency, that payee must provide either a federal Employer Identification Number (EIN) or a Social Security number (SSN). The Texas Identification Number (TIN) is based on this number. (Note: If respondent does not have a TIN, or does not know their TIN, they may list their EIN or SSN on the "Texas Identification Number" line of the Vendor Information Block of their RFP, RFO, IFB or RFQ response.)
- 1.12 TPWD: Texas Parks and Wildlife Department acting on behalf of the State of Texas.

**2. SPECIFICATIONS:**

- 2.1. The goods/services provided shall be in accordance with the purchase specifications herein. TPWD will decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of goods/services provided. TPWD will decide the rate of progress of the work and the acceptable fulfillment of the goods/service on the part of the Contractor.
- 2.2. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids/Proposals on brands of like nature and quality will be considered unless advertised under Texas Gov't Code §2155.067. If the Respondent is offering brands other than the references, response should show manufacturer, brand or trade name, and other description of product offered. If Respondent is offering brand(s) other than brand(s) specified, illustrations and complete description of product offered are

requested to be made part of the bid. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

- 2.3. Unless otherwise specified, items shall be new and unused and of current production.
- 2.4. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the respondent, on request, at respondent's expense. Each sample should be marked with respondent's name and address, and requisition number. Do not enclose in or attach response submission to sample.
- 2.5. The State will not be bound by any oral statement or representation contrary to the written specifications of this Solicitation.
- 2.6. Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.

3. **AWARD OF A PURCHASE ORDER:** Standard Purchase Order Terms and Conditions apply. If a conflict exists between the standard purchase order terms and conditions and specific language in this solicitation, the language in the solicitation shall prevail.

- 3.1. A response to a solicitation is an offer to contract with TPWD based on the terms, conditions and specifications contained in the solicitation. Responses do not become contracts unless and until they are accepted through an authorized TPWD designee by issuance of a Purchase Order.
- 3.2. This procurement will be conducted in accordance with the State Purchasing Act, Title 10, Subtitle D, Chapters 2151 through 2177, and Chapter 2269 of the Texas Gov't Code (TGC) and TPWD rules, as applicable. Any contract resulting from this procurement shall consist of one (1) document. This document will contain all of the rights and duties of the parties extracted from the relevant terms and conditions of this solicitation (including its attachments, exhibits, supplements, and addenda); the successful Contractor's response; any TPWD request for a Best and Final Offer; and any successful Contractor's Best and Final Offer, if applicable.
- 3.3. Best Value – TPWD will be the sole judge of best value. Award will be based on Best Value criteria and may include, but is not limited to:
  - 3.3.1. Best meets the goals and objectives of the solicitation as stated above.
  - 3.3.2. Best meets the quality and reliability of the proposed services.
  - 3.3.3. Effect of the proposed solution on agency productivity.
  - 3.3.4. Provides the most customer-focused solution that will best meet the needs of the public.
  - 3.3.5. Experience in successfully providing services in this solicitation.
  - 3.3.6. Past Performance: A Respondent's past performance will be measured based upon pass/fail criteria in compliance with applicable provisions of Gov't Code §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Respondents may fail this selection criterion for any of the following conditions:
    - The vendor has a score less than C or Legacy Unsatisfactory in the Vendor Performance System,
    - Currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts (CPA),
    - Having repeated negative Vendor Performance Reports for the same reason,
    - Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.).
  - 3.3.7. Contractor performance information is located on the CPA web site at: [www.txsmartbuy.com/vpts](http://www.txsmartbuy.com/vpts). TPWD may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.115), TPWD may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of TPWD, and any negative findings, as determined by TPWD, may result in non-award to the Respondent.

4. **UNIT PRICES:** Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.

5. **FREIGHT:** Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.

6. **CONTRACT TIME: TIME IS AN ESSENTIAL ELEMENT OF THE CONTRACT.** The Contract Time is the time between the dates indicated in the Notice to Proceed or Authorization to Proceed with Construction Activities for commencement of the Work and for achieving completion. The Contract Time can be modified only by Change Order. Failure to achieve completion within the Contract Time as otherwise agreed to in writing will cause damage to TPWD and may subject Contractor to liquidated damages as provided in the Contract Documents.

- 6.1 Contractor is accountable for completing the Work within the Contract Time stated in the Contract, or as otherwise amended by Change Order.



- 6.2 TPWD may collect liquidated damages due from Contractor directly or indirectly by reducing the Contract.
- 6.3 Unless otherwise specified in an individual project's Request for Work Order Proposal, liquidated damages shall accrue at an amount of \$500.00 per week as a reasonable estimate of just compensation to TPWD for failure of the Contractor to complete the work within the required time frame.

**7. DELIVERY:**

- 7.1 Contractor shall state in writing the number of days required to place material in TPWD's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause solicitation to be disregarded.
- 7.2 If delay is foreseen, Contractor shall give written notice to the TPWD. Contractor must keep the TPWD advised at all times of status of order.
- 7.3 Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TPWD to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting Contractor.
- 7.4 Substitutions: No substitutions permitted without prior written approval of TPWD.
- 7.5 Delivery shall be made during normal working hours only, unless prior approval has been obtained from TPWD. Normal working hours are 8:00 AM until 5:00 PM Monday through Friday except State and National holidays.

**8. TESTING AND INSPECTION:**

- 8.1 All construction shall be subject to tests and inspections at all reasonable times and at all places prior to acceptance. TPWD may test and inspect services provided under the Contract to ensure compliance with the specifications of this solicitation and the Contract. TPWD may also test and inspect goods and services before they are purchased under the Contract. Authorized TPWD personnel shall have free access to the Contractor's supplies, equipment, and work product at all times for inspection and audit. Contractor shall provide TPWD with all necessary assistance during inspections and/or audits.
- 8.2 To the extent practical, TPWD inspections will not disrupt the Contractor's daily operations. Contractor shall notify TPWD when work is ready for inspection or testing. It shall be the Contractor's responsibility to give such notifications sufficiently in advance of other work to prevent delays. A minimum of five (5) working days' advance notice is required. Failure to provide advanced notice shall cause any certifications of testing to be void and require the Contractor to re-test at TPWD's request. All expenses for re-testing shall be borne by the Contractor.
- 8.3 Tests cannot be conducted, and work cannot be covered up until TPWD observes and authorizes continuation of the work. The Contractor shall bear all costs for re-tests and for removal and replacement of construction resulting from unauthorized continuation. Should TPWD fail to make the necessary inspections within the agreed timeframe, the Contractor may proceed with cover-up work after making every reasonable effort to contact TPWD and after documenting the work but is not relieved of responsibility for work to comply with requirements of the contract.
- 8.4 If applicable, all permanent utilities shall be connected before final tests are conducted for equipment and systems. Final operational tests shall be conducted prior to project acceptance by TPWD. The Contractor shall provide the materials, energy, equipment and personnel to conduct the tests required in the contract. If TPWD rejects materials that have been incorporated into the Project, any testing performed to prove compliance will be at the expense of the Contractor.

- 9. CHANGES:** TPWD may at any time, by a written order, make changes within the general scope of this contract, in the definition of services to be performed, and the time (i.e., hours of the day, days of the week, etc.) and place of performance thereof. If any such change causes an increase or decrease in the cost of, or the time required for the performance of any part of the services under this contract, whether changed or not changed by any such order, an equitable adjustment shall be made in the contract price or time of performance or both and the contract shall be modified in writing accordingly. Any claim by the Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change, provided, however, that TPWD, if it decides that the facts justify such action, may receive and act upon such claims asserted at any time prior to final payment under this contract. Failure to agree to any adjustment shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Dispute Resolution."

## **10. INVOICING AND PAYMENT:**

- 10.1 **Invoices:** In order to receive payment under the Contract, the Contractor must submit an original invoice to TPWD, which will be designated in the purchase order as the "Bill To" address. To be a proper invoice that may be accepted and paid, the invoice must include the following information and/or attachments: (1) Name and address of the Contractor. (2) The Contractor's Texas Identification Number (TIN). (3) The Contractor's invoice remittance address. (4) The purchase order number authorizing the delivery of products or services. (5) A description of what the Contractor delivered, including, as applicable, the time period, serial number, unit price, quantity, and total price of the products and services. If the invoice is for a lease, the Contractor must also include the payment number (e.g., 1 of 36).
- 10.1.1 If required by TPWD, the Contractor shall submit other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of claims arising out of the contract, to the extent and in such form as may be designated by TPWD.
- 10.1.2 TPWD may reduce any invoice prior to payment to the extent necessary to protect TPWD from loss on account of actions of the Contractor, including, but not limited to: (1) defective work not remedied; (2) damage to work of a separate contractor; (3) failure to maintain scheduled progress; (4) failure to comply with the requirements of Texas Gov't Code Chapter 2258; (5) for Contracts with a value of less than \$25,000 for which no payment bond is posted, receipt of written notice by TPWD of unpaid bills, filed in conformance with § 53.232, Texas Property Code. Any funds so withheld shall be released to the Contractor if they furnish a bond or release of lien as provided in § 53.236, Texas Property Code; (6) failure to maintain a current record set of "As-Built" documents on site; and/or (7) failure to maintain or to allow TPWD's inspection of payroll records.
- 10.2 **Disputed Invoices:** As stated above, the Contractor will receive notice of an error in an invoice submitted for payment by not later than the 21st day after the date the invoice was received by the TPWD. If an invoice dispute is resolved in favor of the Contractor, the Contractor is entitled to receive interest on the unpaid balance of the invoice, beginning on the date the invoice became overdue, pursuant to Gov't Code §2251.021. If a dispute is resolved in favor of the TPWD, the Contractor shall submit a corrected invoice that must be paid in accordance with Section 2251.021. The unpaid balance accrues interest if the corrected invoice is not paid by the appropriate date.
- 10.3 **Time and Manner of Payment:** Pursuant to Texas Gov't Code Chapter 2251, payment by TPWD is overdue on the 31st day after the later of: (1) the date the TPWD receives the goods under the Contract; (2) the date the performance of the service under the Contract is completed; or (3) the date the TPWD receives the invoice for the goods or service. Payment by a political subdivision Customer whose governing body meets only once a month or less frequently is overdue on the 46th day after the later event of: (1) the date TPWD receives the goods under the Contract; (2) the date the performance of the service under the contract is completed; or (3) the date TPWD receives the invoice for the goods or service.

## **11. PATENTS, TRADEMARKS, OR COPYRIGHTS: Respondent agrees to defend and indemnify the TPWD and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TPWD's or the State's use of any good or service provided by the respondent as a result of this solicitation.**

## **12. PROHIBITION ON LOBBYING: The Respondent represents and warrants that TPWD's payments to Respondent and Respondent's receipt of appropriated funds or other funds under the contract are not prohibited by Sections 556.005 or 556.0055 of the Texas Government Code. Furthermore, the Respondent shall comply with the provisions of a federal law known generally as the Lobbying Disclosure Act, 2 U.S.C. §1601 et seq. By submitting a Bid/Proposal, the Respondent certifies that it shall not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. It also certifies that the Respondent shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award by completing and submitting Standard Form LLL.**

## **13. ANTI-TRUST AND ASSIGNMENT OF CLAIMS: The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response, neither I nor any representative of the Respondent have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm Code Chapter 15; (2) in connection with this Response, neither I nor any representative of the Respondent have violated any federal antitrust law; and (3) neither I nor any representative of the Respondent have directly or indirectly communicated any of the contents of this Response to a competitor of the Respondent or any other company, firm, partnership or individual engaged in the same line of business as the Respondent. The successful Contractor hereby assigns to TPWD, any and all claims for overcharges associated with any contract resulting from this solicitation which arise under the**

antitrust laws of the United States 15 U.S.C.A., Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, Texas Business and Commercial Code Ann. Sec. 15.01, et seq. (1967).

14. **DEBTS AND DELINQUENCIES:** As required by Gov't Code §2252.903, the Respondent agrees that any payments due under the Contract shall be directly applied towards eliminating any debt or delinquency is has to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

15. **DISPUTE RESOLUTION:**

- 15.1 The dispute resolution process provided for in Chapter 2260 of Texas Gov't Code and TPWD regulations shall be used by TPWD and the Respondent to resolve all disputes arising under this contract. The Contractor shall comply with such rules, as revised from time to time.
- 15.2 If the Contractor's claim for breach of Contract cannot be resolved informally with TPWD, it shall be submitted to the negotiation process provided in Chapter 2260. To initiate the process, the Contractor shall submit written notice, as required by Chapter 2260, stating with particularity the nature of the alleged breach, the amount the Contractor seeks as damages, and the legal theory of recovery. The notice shall also be given to the individual identified in the Contract for receipt of notices. Any informal resolution efforts shall in no way modify the requirement or control the timing of the formal written notice of a claim for breach of contract required under § 2260.051 of Texas Gov't Code. If negotiation results in the resolution of some disputed issues by agreement or settlement, the Parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. Partial settlement does not waive a Party's right to under this contract as to the claims that are not resolved. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.
- 15.3 The contested case process provided in Chapter 2260 is the Contractor's sole and exclusive process for seeking a remedy for an alleged breach of Contract by TPWD if the Parties are unable to resolve their disputes as described above.
- 15.4 Compliance with the contested case process provided in Chapter 2260 is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of the Contract by TPWD nor any other conduct of any representative of TPWD relating to the Contract shall be considered a waiver of sovereign immunity to suit.
- 15.5 Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by TPWD, the Contractor shall continue performance and shall not be excused from performance during the period any breach of contract claim or dispute is pending under either of the above processes; however, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Gov't Code §2251.051, and such suspension of performance is expressly applicable and authorized under that law.
- 15.6 Nothing in the Contract shall be construed as a waiver of the state's or TPWD's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. TPWD does not waive any privileges, rights, defenses, or immunities available to TPWD by entering into this contract or by its conduct, or by the conduct of any representative of TPWD, prior to or subsequent to entering into this contract.

16. **FRAUD, WASTE, AND ABUSE:** By submitting a Response to this Solicitation, the Respondent represents and warrants that it has read and understood and shall comply with CPA's Anti-Fraud Policy, found at: <https://comptroller.texas.gov/about/policies/ethics.php>, as such Policy currently reads and as it is amended throughout the term of the Contract.

17. **NAME CHANGES AND SALES:**

- 17.1 If the Contractor changes its name or is sold to another entity, it must provide written notification to TPWD. The Contractor, in its notice, shall describe the circumstances of the name change or sale, state its new name, provide the new Tax Identification Number, and describe how the change will impact its ability to perform the Contract. If the change entails personnel changes for personnel performing the responsibilities of the Contract for the Contractor, the Contractor shall identify the new personnel and provide resumes to TPWD, if resumes were originally required by the Solicitation. TPWD may request other information about

the change and its impact on the Contract and the Contractor shall supply the requested information within five (5) working days of receipt of the request.

- 17.2 TPWD may terminate the Contract due to a sale of or change to the Contractor that materially alters the Contractor's ability to perform under the Contract. The TPWD has the sole discretion to determine if termination is appropriate.

**18. CONTRACTOR RESPONSIBILITIES:**

- 18.1 Contractor agrees to comply with all terms and conditions contained in this solicitation and resulting Contract.
- 18.2 Contractor is solely responsible for implementing the Work in full compliance with all applicable laws and the Contract Documents and shall supervise and direct the Work using the best skill and attention to assure that each element of the Work conforms to the Contract requirements. Contractor is solely responsible for all construction means, methods, techniques, safety, sequences, coordination, procedures and protection of the installed work as part of the contract until completion of the project.
- 18.3 Services, Materials, and Equipment: Unless otherwise specified, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities, incidentals, and services necessary for the construction, performance, testing, start-up, inspection and completion of the Work.
- 18.4 Non-Compliant Work: Should TPWD and/or its Architect/Engineer (A/E) identify Work as non-compliant with the Contract Documents, A/E and/or TPWD shall communicate the finding to Contractor, and Contractor shall correct such Work at no additional cost to TPWD. The approval of Work by either A/E or TPWD does not relieve Contractor from the obligation to comply with all requirements of the Contract Documents.
- 18.5 Permits: Contractor shall be responsible, at the Contractor's expense, for obtaining any and all permits or licenses required by city, county, state, or federal rules, regulations, law, or codes that pertain to the Contract.
- 18.6 Electrical Items: All electrical items provided by the Contractor to TPWD under the Contract must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.
- 18.7 References and Standards: Contractor shall utilize TPWD's adopted Standard Building Codes in all design and construction work.
- 18.8 Executive Head: Pursuant to Gov't Code §669.003, the TPWD may not enter into a contract with a person who employs a current or former Executive Head of a state agency until four years have passed since that person was the executive head of the state agency. By submitting a Response, the Respondent certifies that it does not employ any person who was the Executive Head of a state agency in the past four years. If Section 669.003 applies, Respondent shall complete the following information in order for the response submission to be evaluated:

Name of former executive: \_\_\_\_\_

Name of state agency: \_\_\_\_\_

Date of separation from state agency: \_\_\_\_\_

Position with Respondent: \_\_\_\_\_

Date of employment with Respondent: \_\_\_\_\_

- 18.9 Contractor agrees to take precautions necessary to protect person or property against injury or damage and be responsible for such injury or damage.
- 18.10 Contractor agrees to comply with Federal law or State Worker's Compensation laws which are applicable to the work required or performed under the Contract and to pay or cause to be paid all compensation, medical or hospital bills which may become due or payable thereunder, and to protect and indemnify TPWD from and against any and all liability by reason of injury to employees of Contractor or subcontractor.
- 18.11 Contractor shall provide all labor, equipment and materials (unless otherwise stated herein) necessary to furnish the goods or perform the service. All employees of the Contractor shall be a minimum of 17 years of age and experienced in the type of work to be performed. Only the Contractor and its employees will be allowed on state property during working hours.

- 19. TERMINATED CONTRACTS:** By submitting a Response, the Respondent certifies that it has not had a contract terminated or been denied the renewal of any contract for non-compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the Respondent does have such a terminated contract, the Respondent shall identify each and provide an explanation for the termination.

20. **INDEPENDENT CONTRACTOR:** The Contract shall not render the Contractor an employee, officer, or agent of the TPWD for any purpose. The Contractor is and shall remain an independent contractor in relationship to the TPWD. The TPWD shall not be responsible for withholding taxes from payments made under the Contract. The Contractor shall have no claim against the TPWD for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
21. **RIGHT TO AUDIT / RECORDS RETENTION:** Under Section 2262.154 of the Texas Gov't Code, the state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under any contract or indirectly through a subcontract under the contract. The acceptance of funds by the Contractor or other entity or person directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the State Auditor's Office, TPWD or any successor agency, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Contractor or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards. Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under these Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the work of this Contract. Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TPWD and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor. Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize TPWD and the State of Texas to immediately assess appropriate damages for such failure.
22. **FORCE MAJEURE:** Neither Contractor nor TPWD shall be liable to the other for any delay in, or failure of performance, of any requirement included in the contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, epidemics or pandemics, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. TPWD may grant relief from performance of contract if the Contractor is prevented from performance by such an act. The burden of proof for the need of such relief shall rest upon the Contractor. To obtain release based on force majeure, the Contractor shall file a written request with the TPWD reasonably promptly from the time the force majeure event occurs.
23. **PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT:**
- 23.1 Any proprietary, trade secret or otherwise confidential information Respondent includes in its Proposal must be clearly labeled as proprietary or confidential information, and Respondent must identify the specific exception to disclosure in the Public Information Act (PIA). Merely making a blanket claim the entire Proposal is protected from disclosure because it contains some proprietary information is not acceptable and shall make the entire Proposal subject to release under the PIA. In order for TPWD to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described herein. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.
- 23.2 Information, documentation, and other material in connection with this Response or any resulting contract may be subject to public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Gov't Code.
- 23.3 Contractor is required to make any information created or exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

24. **RIGHT TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP):** Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the State by the Contractor upon completion, termination, or cancellation of this contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this contract without the prior written consent of the State; provided, however, that Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
25. **PUBLIC DISCLOSURE / NEWS RELEASES:** No public disclosures or news releases pertaining to this solicitation shall be made without prior written approval of TPWD.
26. **CONFIDENTIALITY AND SECURITY:** The Contractor should not receive any sensitive or confidential information under the Contract. Any information the Contractor compiles or creates as a result of the Contract must be maintained and protected in accordance with any federal, state, or local laws and regulations that apply. The Contractor shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. The obligations of the Contractor under this Confidentiality and Security Article shall survive this Contract and shall be included in all subcontracts.
27. **TERMINATION:** This contract shall terminate upon full performance of all requirements contained in this contract, unless otherwise extended or renewed as provided in accordance with the contract terms and conditions.
- 27.1 **Termination for Convenience:** TPWD reserves the right, without breach, to terminate the Contract prior to, or during the performance of the Work, in whole or in part, without cost or penalty, for any reason if TPWD determines that such termination is in the best interest of the state. Upon such an occurrence, TPWD will immediately notify the Contractor in writing, specifying the reason for and the effective date of the termination. Such notice may also contain instructions necessary for the protection, storage or decommissioning of incomplete work or systems and for safety.
- 27.1.1 Upon receipt of the notice of termination, the Contractor immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due at that point in the Contract:
- 27.1.1.1 Stop all work.
- 27.1.1.2 Place no further subcontracts or orders for materials or services.
- 27.1.1.3 Terminate all subcontracts for convenience.
- 27.1.1.4 Cancel all materials and equipment orders as applicable.
- 27.1.1.5 Take any action that is necessary to protect and preserve all property related to the Contract which is in the possession of Contractor.
- 27.1.2 When the Contract is terminated for convenience, Contractor may recover from TPWD payment for all Work executed provided that TPWD shall not be liable for any work performed that is not acceptable to TPWD and/or does not meet contract requirements. Contractor may not claim lost profits on other work or lost business opportunities.
- 27.1.3 Termination under this paragraph shall not relieve the vendor of any obligation or liability that has occurred prior to cancellation.
- 27.2 **Termination for Cause/Default:** Upon written notice to Contractor and, if applicable, its surety, TPWD may, without prejudice to any right or remedy, terminate the Contract and take possession of the Site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by Contractor if the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract or fails to comply with any of the terms or conditions of the Contract.
- 27.2.1 Failure by TPWD to exercise the right to terminate in any instance is not a waiver of the right to do so in any other instance.
- 27.2.2 Should TPWD decide to terminate the Contract under the provisions of Section 27.2, it will provide to Contractor and its surety thirty (30) days prior written notice.
- 27.2.3 Should Contractor or its surety, after having received notice of termination, demonstrate to the satisfaction of TPWD that Contractor or its surety are proceeding to correct such default with diligence and promptness, upon which the notice of termination was based, the notice of termination may be rescinded by TPWD. If so rescinded, the Work may continue without an extension of time.
- 27.2.4 If Contractor or its surety fails, after written notice from TPWD to commence and continue correction of such default with diligence and promptness to the satisfaction of Owner within thirty (30) days following receipt of notice, TPWD may arrange for completion of the Work and deduct the cost of completion from the unpaid Contract Sum.

- 27.2.4.1 Contractor will be responsible for paying damages to TPWD including but not limited to re-procurement costs, and any consequential damages to the State of Texas or TPWD resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.
- 27.2.4.2 TPWD will make no further payment to Contractor or its surety unless the costs to complete the Work are less than the Contract balance, then the difference shall be paid to Contractor or its surety. If such costs exceed the unpaid balance, Contractor or its surety will pay the difference to TPWD.
- 27.2.4.3 This obligation for payment survives the termination of the Contract.
- 27.2.4.4 TPWD reserves the right in termination for cause to take assignment of all the Contracts between Contractor and its Subcontractors, vendors, and suppliers. TPWD will promptly notify Contractor of the contracts TPWD intends to assume. Upon receipt of such notice, Contractor shall promptly take all steps necessary to affect such assignment.
- 27.3 Termination for Lack of Funds: The Contract is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state funds.
- 27.4 The rights and remedies of TPWD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- 27.5 TPWD may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TPWD notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall remain liable for all covenants and indemnities under the Contract. The Contractor shall be liable for all costs and expenses, including court costs, incurred by TPWD with respect to the enforcement of any of the remedies listed herein.

## **28. WARRANTY OF CONSTRUCTION**

- 28.1 Contractor warrants to the Owner that all Work shall be executed in accordance with the Contract Documents, complete in all parts and in accordance with approved practices and customs, and of the best finish and workmanship. Unless otherwise specified, all materials and equipment incorporated in the Work under the Contract shall be new. The Owner may, at its option, agree in writing to waive any failure of the Work to conform to the Contract Documents, and to accept a reduction in the Contract Price for the cost of repair or diminution in value of the Work by reason of such defect. Absent such a written agreement, however, the Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute and is not waived by any inspection or observation by the Owner, Architect/Engineer or others, by making any progress payment or final payment, except as provided in §19, by the use or occupancy of the Work or any portion thereof by the Owner, at any time, or by any repair or correction of such defect made by the Owner.
- 28.2 Except as otherwise specified, the Contractor shall repair all defects in materials, equipment or workmanship appearing within one year from the date of Substantial Completion of the Work as a whole. Upon receipt of written notice from the Owner of the discovery of any defects, the Contractor shall promptly and at its own cost remedy the defects and replace any property damaged therefrom. In case of emergency where delay would cause serious risk of loss or damage to the Owner, or if the Contractor, after notice, fails to proceed promptly and remedy within fifteen (15) days or within another period of time which has been agreed to in writing, in compliance with the terms of the warranty and guarantee, the Owner may have the defects corrected and the Contractor and his surety shall be liable for all expenses incurred.
- 28.3 Where a particular piece of equipment or component of the Work for which a separate warranty is required under the Contract Documents is placed in continuous service before Substantial Completion, the date of service commencement shall be certified by the Architect/ Engineer and the Warranty Period for that equipment or component shall run from the date so certified. In addition to the Contractor's warranty and duty to repair, as set forth in herein, the Contractor expressly assumes all warranty obligations required under the Contract Documents for specific building components, systems and equipment. The Contractor may satisfy any such obligation by obtaining and assigning to the Owner a complying warranty from a manufacturer, supplier, or subcontractor. Where an assigned warranty is tendered and accepted by the Owner which does not fully comply with the requirements of the Contract Documents, the Contractor shall remain liable to the Owner on all elements of the required warranty that are not provided by the assigned warranty.

- 29. **SURVIVAL OF TERMS:** Termination of the Contract for any reason shall not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.

30. **RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT:** In the event that the Contract is terminated for any reason, or upon its expiration, TPWD shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract, unless otherwise specified.
31. **CHANGE IN FEDERAL OR STATE REQUIREMENTS:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either TPWD or the Contractor cannot reasonably fulfill the Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under the Contract.
32. **TAXES:** Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to TPWD.
33. **BUY TEXAS:** In accordance with §2155.4441, Gov't Code, the Contractor agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside Texas.
34. **NOTE TO RESPONDENT:** Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation form and may result in disqualification of the response submission. If any respondent takes a 'blanket exception' to the entire solicitation or does not provide proposed alternative language, the respondent's response may be disqualified from further consideration.
35. **ACCESSIBILITY STANDARDS:** Under Texas Government Code, Chapter 2054, Subchapter M, TPWD must procure products that comply with the Accessibility Standards defined in the Texas Administrative Code, 1 TAC 206 and 1 TAC 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Accordingly, Contractor must provide electronic and information resources and associated product documentation and technical support that comply with these Accessibility Standards (in the form of a Voluntary Product Accessibility Template, or "VPAT") in its response to an RFO. Vendors who do not already have accessibility documentation should complete the form located here: <http://www.itic.org/policy/accessibility/>. Contractors that claim their products are exempt from accessibility requirements must present that position to TPWD as a question during the question-and-answer period of the solicitation.
36. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
37. **SYSTEM FOR AWARD MANAGEMENT (SAM):** Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of your firm using SAM. This is a Federal government-maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to an individual or firm whose name appears on this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.
38. **FEDERAL DISASTER RELIEF FRAUD:** Sections 2155.006 and 2261.053 of the Gov't Code, prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Gov't Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Gov't Code, Respondent certifies that the individual or business entity named in this response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.



39. **APPLICABLE LAWS AND VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, with regards to the conflicts of law provisions. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TPWD.
40. **APPLICABLE LAWS AND CONFORMING AMENDMENTS:** Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TPWD reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TPWD or Contractor's compliance with all applicable State and federal laws, and regulations.
41. **COMPLIANCE WITH LAWS; DEALING WITH PUBLIC SERVANTS:**
- 41.1 The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) Texas Penal Code §36.02, which prohibits bribery; (ii) Texas Penal Code §36.09, which prohibits the offering or conferring of benefits to public servants; (iii) Gov't Code §2155.003, which prohibits the chief clerk or any other employee of the TPWD from having an interest in, or in any manner be connected with, a contract or bid for a purchase of goods or services by an agency of the state or accept from any person to whom a contract has been awarded anything of value or a promise, obligation, or contract for future reward or compensation.
- 41.2 The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract. Except where otherwise expressly required by applicable laws and regulations, TPWD shall not be responsible for monitoring Respondent's compliance with any laws or regulations. If Respondent performs any work knowing or having reason to know that it is contrary to laws or regulations, Respondent shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.
42. **NO WAIVER:** Nothing in this Contract shall be construed as a waiver of the state's or TPWD's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TPWD does not waive any privileges, rights, defenses, or immunities available to TPWD by entering into this Contract or by the conduct of any representative of TPWD, prior to or subsequent to entering into this Contract.
43. **NO LIABILITY UPON TERMINATION:** If this Contract is terminated for any reason, TPWD and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Gov't Code, Chapter 2260.
44. **DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES:** Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of Deceptive Trade Practice violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.
45. **FALSE STATEMENTS; BREACH OF REPRESENTATIONS:** If Respondent signed its Bid/Proposal with a false statement or signs the Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in the Contract, Contractor shall be in default under this Contract and TPWD may terminate or void the Contract for cause and pursue other remedies available to TPWD under this Contract and applicable law.
46. **ACTUAL AND PERCEIVED CONFLICTS:** By submitting a Bid/Proposal, the Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. In its Bid/Proposal, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with TPWD. The TPWD will

decide, in its sole discretion, whether an actual or perceived conflict should result in Bid/Proposal disqualification or Contract termination.

**47. CURRENT AND FORMER TPWD EMPLOYEES:**

- 47.1 In addition to the disclosures required above, the Respondent shall also disclose any of its personnel who are current or former officers or employees of the TPWD or who are related, within the third degree by consanguinity (as defined by Gov't Code §573.023) or within the second degree by affinity (as defined by Gov't Code §573.025), to any current or former officers or employees of the TPWD.
- 47.2 Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., Gov't Code Chapters 572 and 573). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility or from working for certain entities after their state employment. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.

**48. INSURANCE AND OTHER SECURITY:**

- 48.1 Insurance Requirements. Respondent represents and warrants that it will, within ten (10) business days of executing this agreement, provide TPWD with current certificates of insurance or other proof acceptable to TPWD of the required insurance coverage. Failure of TPWD to demand such certificates or other evidence of Contractor's full compliance with these insurance requirements or failure of TPWD to identify a deficiency in compliance from the evidence provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 48.2 The Respondent represents and warrants that it will obtain and maintain for the term of the Contract including the warranty period all insurance coverage required under this solicitation. Contractor's failure to obtain or maintain the specified coverage during the term of the agreement will be considered a breach of the Contract.
- 48.3 The Respondent represents and warrants that all of the above coverage will be obtained from companies that are licensed in the state of Texas, have an "A" rating from Best, and are authorized to provide the coverage. The Respondent shall furnish proof of insurance upon request of TPWD.
- 48.4 Construction Bonds. Contractor is required to tender to TPWD, prior to commencing work, performance and payment bonds, as required by Tex. Gov't Code, Ch. 2253.
- 48.4.1 A Performance Bond is required if the Contract Sum is in excess of \$100,000.00. The performance bond is solely for the protection of TPWD. The performance bond is to be for the Contract Sum to guarantee the faithful performance of the Work in accordance with the Contract Documents. The form of the bond shall be approved by the Office of the Attorney General of Texas. The performance bond shall be effective through Contractor's warranty period.
- 48.4.2 A Payment bond is required if the Contract price is in excess of \$25,000. The payment bond is to be for the Contract Sum and is payable to Owner solely for the protection and use of payment bond beneficiaries. The form of the bond shall be approved by the Office of the Attorney General of Texas.
- 48.4.3 Payment and performance bonds are due within ten (10) days of Contractor's receipt of a fully executed Contract on competitively bid project.
- 48.4.4 Each bond shall be accompanied by a valid power of attorney (issued by the surety company and attached, signed and sealed with the corporate embossed seal, to the bond) authorizing the attorney-in-fact who signs the bond to commit the company to the terms of the bond, and stating any limit in the amount for which the attorney can issue a single bond.

48.4.5 The process of requiring and accepting bonds and making claims there under shall be conducted in compliance with Tex. Gov't Code, Ch. 2253. IF FOR ANY REASON A STATUTORY PAYMENT OR PERFORMANCE BOND IS NOT HONORED BY THE SURETY, CONTRACTOR SHALL FULLY INDEMNIFY AND HOLD TPWD HARMLESS OF AND FROM ANY COSTS, LOSSES, OBLIGATIONS OR LIABILITIES IT INCURS AS A RESULT.

48.4.6 TPWD shall furnish certified copies of the payment bond and the related Contract to any qualified person seeking copies who complies with Tex. Gov't Code § 2253.026.

49. **SEVERABILITY:** If any provision of the Contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.

50. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** Respondent represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Gov't Code, Chapter 2161.

51. **AMENDMENTS:** Except as provided in the solicitation, this Contract may be amended only upon written agreement between TPWD and Contractor; however, any amendment of this Contract that conflicts with the laws of the State of Texas shall be void. The Contractor shall not be entitled to payment for any additional services, work, or products that are not authorized by a properly executed Contract amendment or change order.

52. **CHANGE MANAGEMENT:** The Respondent agrees that the key personnel assigned to the Contract shall remain available for the entirety of the project throughout the term of the Contract as long as that individual is employed by the Respondent or unless TPWD agrees to a change in the key personnel.

53. **FEDERAL, STATE AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Respondent shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. **Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from its omission or breach of this Section.**

54. **INDEMNIFICATION AND LIABILITY:**

54.1 **Acts or Omissions:** CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TPWD, AND/OR ITS OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO CONTRACTOR'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO CONTRACTOR, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

54.2 **Infringements:**

54.2.1. **CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, TPWD, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD-PARTY CLAIMS INVOLVING**

INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF CONTRACTOR PURSUANT TO THIS CONTRACT. CONTRACTOR AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

- 54.2.2. Contractor shall have no liability under this Section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Contractor's written approval, (iii) any modifications made to the product by the Contractor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.
- 54.2.3. If Contractor becomes aware of an actual or potential claim, or Customer provides Contractor with notice of an actual or potential claim, Contractor may (or in the case of an injunction against Customer, shall), at Contractor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

54.3. **Compensation/Unemployment Insurance – Including Indemnity:**

- 54.3.1. **CONTRACTOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, CONTRACTOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF CONTRACTOR'S AND CONTRACTOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. CONTRACTOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TPWD AND/OR THE STATE SHALL NOT BE LIABLE TO THE CONTRACTOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.**
- 54.3.2. **CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS TPWD, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. CONTRACTOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. CONTRACTOR AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

55. **CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the TPWD Contract Manager in writing of any such damage within one (1) calendar day.

56. **FELONY CRIMINAL CONVICTIONS:** Respondent represents and warrants that Contractor has not and Respondent's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Respondent has fully advised TPWD as to the facts and circumstances surrounding the conviction.
57. **IMMIGRATION:** The Respondent represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract. The Respondent also represents and warrants that it shall comply with the requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA").
58. **SUBCONTRACTORS:** Subcontractors providing service under the contract shall meet the same requirements and level of experience as required of the Contractor. No subcontract under the purchase order shall relieve the primary Contractor of responsibility for the service. If the Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:
- 58.1 Respondents planning to subcontract all or a portion of the work shall identify the proposed subcontractors.
- 58.2 Contractor shall furnish to TPWD a copy, at TPWD's request, of each first-tier subcontract promptly after its execution.
- 58.3 Contractor agrees that TPWD has no obligation to review or approve the content of such contracts and that providing TPWD such copies in no way relieves Contractor of any of the terms and conditions of the Contract, including, without limitation, any provisions of the Contract which require the Subcontractor to be bound to Contractor in the same manner in which Contractor is bound to TPWD.
- 58.4 Subcontracting shall be at the Contractor's expense.
- 58.5 TPWD retains the right to check subcontractor's background and make determination to approve or reject the use of submitted subcontractors.
- 58.6 The Contractor shall be the only contact for TPWD and subcontractors. Respondent shall list a designated point of contact for all TPWD and subcontractor inquiries.
- 58.7 The Contractor, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), TPWD is in no manner liable to any subcontractor(s) of the Contractor. In no event shall this provision relieve the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this solicitation and Contract. The Contractor shall manage all quality and performance, project management, and schedules for subcontractors. The Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.
59. **PROTEST PROCEDURES:** Any actual or prospective Respondent who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in TPWD's rules at TAC, Title 31, Part 2, Chapter 51, Subchapter L, Rule 51.350.
60. **NON-APPROPRIATION OF FUNDS:** Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TPWD's or Contractor's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to Contractor for any damages, which are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.
61. **NON-DISCRIMINATION/CIVIL RIGHTS:** The Respondent agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Respondent shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive

Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60. The prime contractor shall ensure that this clause is included in all subcontracts.

62. **CONFLICT OF INTEREST:** Under Gov't Code §2155.003, Respondent represents and warrants that it 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 contract. A TPWD employee may not have an interest in, or in any manner be connected with a contract or response for a purchase of goods or services by an agency of the state. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and respondents who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TPWD or purchasers of other state agencies.
63. **LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS:** Contractor shall have no authority to act for or on behalf of TPWD or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or TPWD.
64. **DRUG-FREE WORKPLACE:** The Contractor shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988.
65. **NOTICES:** Any written notices required under this Contract will be by either hand delivery to Contractor's office address specified in Attachment D of this Contract or by U.S. Mail, certified, return receipt requested, to TPWD, Attn: Infrastructure, 4200 Smith School Road, Austin, TX 78744. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.
66. **ORDER OF PRECEDENCE:** In the event of any conflicts or inconsistencies between the contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in this order of priority:
- 66.1 Signed Contract/Purchase Order (or Notice of Award, Notice to Proceed or Authorization to Proceed with Construction Activities)
- Attachments to the Contract/Purchase Order (or Notice of Award)
- 66.2 The Solicitation (e.g., RFP, IFB)
- 66.3 Contractor's Response to the Solicitation and Contractor's Best and Final Offer, if applicable
67. **BUSINESS OWNERSHIP:** Pursuant to Texas Family Code, title 5, Subtitle D, Section 231.006(d), regarding child support, the Respondent 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.
68. **NO ASSIGNMENT BY CONTRACTOR:** The awarded Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the TPWD. Any attempted assignment in violation of this provision is void and without effect.
69. **COMPLIANCE WITH OTHER LAW:** In the execution of this Contract, Contractor shall comply with all applicable federal, state, and local laws, including laws governing labor, equal opportunity, safety, and environmental protection. Contractor shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect performance under this Contract.
70. **ENVIRONMENTAL PROTECTION:** The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 et seq.).
71. **U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:**
- 71.1. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:

- All persons employed to perform duties within Texas, during the term of the Contract; and
- All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America

- 71.2. The Contractor shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.
- 71.3. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.
72. **ENTITIES THAT BOYCOTT ISRAEL:** Pursuant to Section 2271.002 of the Texas Government Code, Respondent certifies that either (i) it meets an exemption criteria under Section 2271.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. Respondent shall state any facts that make it exempt from the boycott certification in its Response.
73. **EXCLUDED PARTIES:** Contractor certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
74. **IRON AND STEEL PRODUCTS:** By signature hereon, the bidder acknowledges that *Texas Government Code*, Title 10, Subchapter F, §§ 2252.201-2252.205 requires that all iron or steel products produced through a manufacturing process used in this project must be produced in the United States. By signing this bid, Bidder certifies that its bid price represents full compensation for compliance with the requirements of *Texas Government Code*, Title 10, Subchapter F, §§ 2252.201-2252.205.
75. **TEXAS BIDDER AFFIRMATION:** Respondent certifies that if a Texas address is shown as the address of the Respondent on this response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.
76. **CONTRACTING INFORMATION RESPONSIBILITIES:** In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirements applicable to TPWD for the duration of the contract, (2) promptly provide TPWD any contracting information related to the contract that is in the custody or possession of the Contractor on request of TPWD, and (3) on termination or expiration of the contract, either provide at no cost to TPWD all contracting information related to the contract that is in the custody or possession of the Contractor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to TPWD. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code may apply to the contract and the Contractor agrees that the contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
77. **CYBERSECURITY TRAINING:** If Respondent has access to any state computer system or database, Respondent shall complete cybersecurity training and verify completion of the training program to TPWD pursuant to and in accordance with Gov't Code § 2054.5192.
78. **FINANCIAL PARTICIPATION PROHIBITED AFFIRMATION:** Pursuant to Section 2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from TPWD to participate in the preparation of the specifications or solicitation on which this Response or contract is based. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
79. **ABORTION PROVIDER AND AFFILIATE TRANSACTIONS PROHIBITED:** Respondent represents and warrants that the contract is not a taxpayer resource transaction prohibited by Section 2272.003 of the Texas Government Code and that payments made by TPWD to Contractor and Contractor's receipt of appropriated funds under the contract are not prohibited by Article IX, Section 6.25 of the General Appropriations Act.
80. **FOREIGN TERRORIST ORGANIZATIONS:** Section 2252.152 of the Texas Government Code prohibits TPWD from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it is not ineligible to receive the contract.

81. **HUMAN TRAFFICKING PROHIBITION**: Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
82. **ENERGY COMPANY BOYCOTTS**: Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify TPWD.
83. **FIREARM ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION**: Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify TPWD.
84. **CRITICAL INFRASTRUCTURE AFFIRMATION**: Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.
85. **COVID-19 VACCINE PASSPORT PROHIBITION**: Under Section 161.0085 of the Texas Health and Safety Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract.
86. **DATA MANAGEMENT AND SECURITY CONTROLS**: In accordance with Section 2054.138 of the Texas Government Code, Respondent certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Agency as evidence of Respondent's compliance with the required controls.
87. **SIGNATURE AUTHORITY**: By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract that may result from the submission of this Response.