

TEXAS PARKS AND WILDLIFE

Texas Parks and Wildlife Department
Purchasing and Contracting C-1
4200 Smith School Road
Austin, Texas 78744

REQUEST FOR PROPOSALS

RFP No. 802-24-39401

Design and Manufacture of Inboard Diesel-Powered Research Vessel

NIGP Class/Item: 959-34; 959-35; 120-58; 120-23

RFP Issue Date:	January 11, 2024
Questions Due:	January 25, 2024
HUB Notification Deadline:	February 2, 2024
Proposal Due Date:	February 14, 2024; 2:00 PM CT

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ATTENTION: It is the responsibility of interested parties to periodically check the Electronic State Business Daily (ESBD) website for updates to this solicitation prior to submitting a response. The Respondent's failure to check the ESBD will in no way release the selected Contractor from Addenda or additional information resulting in additional cost to meet the requirements of the RFP. Respondent must indicate exceptions to the solicitations and/or Terms and Conditions in the body of their response to this solicitation.

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SECTION I – GENERAL INFORMATION AND STATEMENT OF WORK

1. INTRODUCTION

Texas Parks and Wildlife Department (TPWD) is soliciting proposals for design and manufacturing services of a thirty-five to forty-foot (35-40') aluminum or fiberglass medium deep V hull with single inboard diesel engines, or catamaran vessel powered with dual inboard diesel engines to be used as a Research Vessel. Vessel shall also be equipped with an A-frame, winch, and other required gear to collect marine samples in the near shore Gulf of Mexico and bays of the Texas Coast.

2. BACKGROUND

- 2.1. TPWD Coastal Fisheries Division monitors the shrimp, fish, and shellfish populations as well as other marine habitat related programs. This covers a wide range of waters from the Gulf of Mexico to the shallow inland bays and estuaries of the Texas Coast. Water depths vary greatly and require a vessel that will perform in shallow water bays but be seaworthy in the offshore conditions of the Gulf of Mexico, including operating under adverse sea and weather conditions.
- 2.2. The required planing type vessel as described herein shall be fitted with a small aluminum A-frame to be used for a small single drum trawl winch. With a crew of three to four, the vessel will make day trips for data and species collection in all weather conditions. An open rear deck is required for performing sampling tasks, operating sampling gear, and personnel safety. The engine(s) routinely runs approximately 400-500 hours per year, two to four times per month, with approximately 10 hours per day use of which, approximately 70% are running hours and 30% towing and loitering hours.

3. SOLICITATION METHOD AND INTENT

- 3.1. The Request for Proposal (RFP) solicitation method allows qualified respondents to submit a written proposal addressing pricing, qualifications, experience, approach, design, and other factors that will be employed to ensure successful accomplishment of the requirements set forth herein. TPWD will review, compare, and evaluate responses based on the criteria and weights identified in this RFP.
- 3.2. Respondents may choose to submit multiple proposals with different designs. In such case, respondent shall submit a separate and complete proposal package for each design. Each proposal shall be evaluated on its own merits.
- 3.3. **Response Period:** Responses shall be binding for a period of sixty (60) business days from bid due date. No other costs, rates, or fees shall be payable to the Successful Respondent unless expressly agreed upon in writing by TPWD.
- 3.4. After contract award, Contractor shall be responsible for conducting Joint Development Sessions with TPWD project team to ensure complete and thorough development and modification of vessel design, if necessary, to meet TPWD specific requirements.

4. PROJECT SCHEDULE / CONTRACT TERM

- 4.1. TPWD prefers to have the project complete, and vessel delivered within 18-24 months from date of award. However, TPWD will consider alternate project schedules. Respondents shall submit a proposed schedule with contingencies. TPWD will evaluate responses and determine award based on best value considering schedule and other factors.
- 4.2. Initial Contract Term: The contract shall commence on date of Award and continue through final acceptance by TPWD, unless sooner terminated under the terms of the contract.
- 4.3. Amendments: The contract may be amended in writing by mutual consent of the parties by the issuance of a contract amendment document. Any amendments shall be within the original scope of services outlined herein and may not substantially alter the original specifications herein.

5. QUALIFICATIONS AND EXPERIENCE

- 5.1. **Minimum Qualifications and Experience:** Respondent and awarded Contractor shall meet the following minimum qualifications:
- 5.1.1. It is anticipated the individuals and joint venture respondents will have extensive experience in the design and manufacture of vessels of similar size and scale as described herein. Respondents must also have the capacity to finance, directly or indirectly, the construction of this project.
 - 5.1.2. Shall be engaged in the business of providing vessels for a *minimum* of five (5) years with at least five (5) vessels similar in scope and style as listed herein for which construction is complete, or for which construction is at least 80% complete.
 - 5.1.3. Shall have available the necessary qualified personnel, skills, qualifications, organization, equipment, and supplies required to fulfill all requirements under this RFP and any resulting contract.
 - 5.1.4. Shall be in good financial standing. TPWD reserves the right to request a copy of the respondent's audited or un-audited financial statement.
- 5.2. **Supporting Documentation:** Respondent shall complete and submit *Exhibit D – Company Profile, Exhibit E – Manufacturer and Partner Information, Exhibit F – Past Projects with Corresponding References, Exhibit G – Key Personnel* with proposal to provide documentation to support the above qualifications. (Ref: *Section II, Subsection 3.3.*)

6. SCOPE OF WORK AND SPECIFICATIONS

Contractor shall provide all design, labor, materials, equipment, supplies, and incidentals necessary to build and deliver a planing type boat that will be used as a research vessel in accordance with the following specifications.

NOTE: The specifications listed below are the essential minimum requirements for the design, construction, and performance of the required vessel named herein. Items not described in this specification for design, construction, and performance may be accepted as the standard of the Respondent who shall be solely responsible for the design, construction, and performance of the Research Vessel. Research Vessel shall comply with all federal, state, and United States Coast Guard (USCG) regulations.

6.1. **Specifications:**

- 6.1.1. Research Vessel shall be of a medium deep V or catamaran design capable of running efficiently in rough seas and still producing a stable work platform. Shall have a high stern with substantial flare forward to provide a dry ride and a wide water line beam to provide large cargo capacity as well as added stability.
- 6.1.2. Shall be constructed of approved marine grade aluminum or fiberglass reinforced plastic with at least a minimum thickness as suggested by manufacture and structural guidance and specifications as set forth in specifications herein and conform as applicable to the following standards of Structural and Electrical compliance where applicable:
 - A. National Fire Protection Association (NFPA) <https://www.nfpa.org/Codes-and-Standards>
 - B. United States Coast Guard (USCG) <https://www.dco.uscg.mil/OCSNCOE/Regulatory-Guidance/>
 - C. Environmental Protection Agency (EPA) <https://www.epa.gov/regulatory-information-topic>
 - D. American Boat and Yacht Council (ABYC) <https://abycinc.org/>

6.1.3. Dimensions:

- A. Length Overall (LOA): Thirty-five feet to Forty feet (35' to 40')
- B. Beam: Eleven feet (11') Minimum to maximum of fifteen feet (15')
- C. Draft shall be a maximum of three feet (3') when fully loaded.

6.1.4. Hull: Respondent may submit a proposal for aluminum, solid fiberglass, or fiberglass over marine core manufactured hull, or separate proposals for multiple options. Respondent must submit preferred hull manufacturing materials with detailed applications.

A. Aluminum Hull Option:

- 1. Shall be of sufficient thickness to comply with industry standards and shall be of design that diminishes the possibility of rupture due to shallow water substrates. (Mud, sand, oyster shell, etc.).

i. Bottom of hull shall be minimum thickness of one quarter inch. (1/4")

ii. Side of hull shall be minimum thickness of three sixteenth inches (3/16").

- 2. Keel, bilge section, stern, transom, and sheer shall be reinforced. Keels shall be minimum one-half inch (1/2") thickness.

B. Fiberglass Hull Option:

- 1. Shall be alternate layers of woven strand mat using a high-quality fiberglass resin.
- 2. Outer and inner finish shall be gel coated.
- 3. Minimum finished bottom thickness shall be 7/8 inches.
- 4. Minimum thickness above water line shall be 5/8 inches.
- 5. Keel, bilge section, stern, transom, and sheer shall be reinforced with extra laminate.
- 6. Chopper guns shall not be used if hull is constructed of fiberglass.

C. Limber holes with a minimum of one inch (1") diameter shall be provided to allow drainage from all compartments to bilge pump suction.

D. Longitudinal hull stringers shall run full length fore and aft and shall have additional reinforcement through engine room to support main engine.

- 1. Aluminum or fiberglass manufacturing shall be of an approved material. If constructed of fiberglass, shall be constructed of approved structural core laminated with woven roving. Aluminum manufacturing shall use plate and extrusions of marine grade aluminum, series 5000 or 7000 alloy. All transverse framing, as well as bulkheads will follow these guidelines pertaining to materials used.

E. Bulwarks: Continuation of hull shall be at least eight to ten inches (8-10") above the deck from stem to stern. Bulwarks shall be aluminum or fiberglass and be of sufficient strength for commercial operations. Bump rail shall be three to four inch (3"-4") heavy rubber or PVC type.

F. The hull compartments shall be separated by no less than three (3) reinforced water-tight bulkheads.

- G. Decking: Bow, stern, and bulwark shall have reinforced areas to support a mid-deck A-Frame or stern towing frame and stay wires and stern bits for shrimp trawling. *Reference Section 6.1.17. A-Frame and rigging.*

6.1.5. Deck: Respondent shall provide preferred manufacturing specifications in proposal submission.

- A. Deck beams shall be aluminum or fiberglass over core material of sufficient strength for heavy deck loading. No wood shall be accepted.
- B. Deck sheathing shall be aluminum of sufficient thickness to maintain integrity with heavy sampling gear or minimum of one-half inch (1/2") Coosa, or equivalent, and be covered with two layers of fiberglass mat and two layers of woven roving, one on top and one on bottom.
- C. Shall be self-draining with high volume scuppers with no standing water.
- D. All decking shall be non-skid.
- E. Decking from rear of wheelhouse shall be flat with no raised hatches or compartments.
- F. Shall be welded or be bonded with a urethane adhesive, as well as fastened by stainless steel screws or bolts.
- G. If deck is constructed of aluminum, engine hatch cover shall be removable sealed deck sections of sufficient size to remove engine and gear.
- H. Engine room access shall be provided by a minimum twenty-four by twenty-four-inch (24"x24") entry opening aluminum, water-tight flush deck hatch.
- I. Deck fittings:
1. Bow bit: Twelve-inch (12") stainless steel heavy duty with backing plates.
 2. Bow Chocks: Two (2) each shall be installed to accommodate bow lines of one and one-quarter inch (1.25") diameter.
 3. Deck Bits: One (1) at mid-ship and one (1) each at stern, starboard and port sides. Twelve inch (12") heavy duty stainless steel with backing plates.
- J. Handrails: Aluminum safety rails shall be constructed to meet USCG specifications. Design and layout shall be included in proposal submission.
- K. A-Frame and Rigging: Shall conform to the following specifications at a minimum, or TPWD approved alternate specifications based on vessel design.
1. Shall be constructed of schedule 80 6061-T6 aluminum.
 2. Shall be of sufficient size and design to bare the weight of pulling and lifting a trawl rig over he stern.
 3. Two (2) pin bars shall be provided with five (5) pins, one on each side of vessel.
 4. All associated stays, hold downs, and safeties shall be appropriate for the design to prevent injury of personnel.
 5. Final A-frame design shall be submitted as part of vessel design proposal submission. TPWD will review and approve final design plans prior to any services being performed.
- L. Fishing Gear: Respondent shall submit brand, model, and specifications for fishing gear with proposal.
1. Winch: Hydraulically driven winch capable of lifting a minimum of two thousand pounds (2,000 lb.) at forty revolutions per minute (40 rpm). Examples: Brimmer Turan Foundry and Machine S114, or TPWD approved equivalent.
 - i. Single drum, free spool type with locking spool.

3. Generator controls
 4. Engine binnacle controls
 5. Ignition
 6. Horn
 7. Windshield wiper control
- E. Table with Bench Seating: A small table shall be mounted to the rear of the wheelhouse with bench seating against the wheelhouse wall. Seats shall have opening tops with cushions for storage.
- F. Air conditioner: One (1) 16000 BTU marine water-cooled air conditioner, and cooling and heating settings sea strainer shall be installed in an easily accessible location. Example: MSBA16K Self-contained marine air conditioner and heat pump, or TPWD approved equivalent.
- G. Pedestal Seats/Helmsmen Chairs: Two (2) adjustable gas assisted high back pedestal helmsman chairs shall be installed. One (1) shall be mounted rear of operator console on the port side and one (1) shall be mounted on starboard side. Example: Studd 500v5 shock mitigating pedestal seats, or TPWD approved equivalent.
1. Seats shall be adjustable, high back with arm rests, with flip down footrests in front of chairs on forward bulkhead.
 2. Pedestals and chairs shall be commercial duty and have additional under deck support.
 3. Shall have lock handle for swivel.
- H. Forepeak Storage: Shall be equipped with cabinets and storage, or door and stairs leading down to a forepeak and located forward center of wheelhouse.
- 6.1.7. Skag / Skeg(s): Respondent to specify preferred method of wheel protection.
- A. Shoe of minimum three-quarter inch by four inch (3/4" x 4") stainless steel attached to bottom at midship back to the rudder with sufficient struts to stabilize shoe and propeller. All leading edges to be beveled to reduce drag.
 - B. If a molded full-depth keel provides adequate wheel protection, then metal shoe and bracing are optional.
- 6.1.8. Paint: Paint schedule shall conform to the following specifications at a minimum, or TPWD approved alternate specifications based on vessel proposal submission.
- A. All below deck compartments shall be properly primed and coated with white polyurethane paint system.
 - B. Gelcoat below water line shall be properly prepared for Interprotect 2000/2001 coating or TPWD approved equivalent epoxy.
 1. Shall be minimum ten mils (10 mil) thickness followed by two coats of Interlux Fiberglass Bottom Kote or equivalent thereof for aluminum hull.
 2. All metal parts below waterline shall be painted with prop speed, including propeller and protective iron.
 3. Antifoulant paint shall be applied per manufacturer's instructions below the water line.
 - C. All walking surfaces shall have non-skid finish.

D. Name of vessel shall be painted on port and starboard bow. Name and home port shall be painted on stern and shall be provided to Contractor upon award.

E. Paint Colors:

1. Sides, outer wheelhouse, engine room and hull spaces, interior wheelhouse and wheelhouse roof shall be painted white.
2. Bullwarks and deck shall be painted light gray with sufficient amount of flattener to prevent glare.
3. Wheelhouse floor shall be painted light gray and shall have a non-skid finish.
4. Vessel name and home port shall be painted black.
5. Painting of vessel shall not result in shiny surfaces to ensure reduced glair in low angle light situations.

6.1.9. **Machinery and mechanical:**

- A. Fabricated Structures: All fabricated structures (pump mounts, winch supports, etc.) shall be constructed of stainless steel.
- B. Engine Bed(s): Shall be constructed of stainless-steel angle of adequate strength to support the engine and winch systems. Length shall extend minimum eighteen inches (18") fore and aft of installed equipment.
- C. Engine(s): Single or dual, freshwater cooled with complete on-engine heat exchanger system. Wet exhaust as provided and recommended by engine manufacturer.
1. Shall be capable of plaining boat at minimum twenty-three miles per hour (23mph) / twenty knots (20 knots) cruising speed with a higher top end if needed.
 2. All engine filters shall be located where they are easily accessible and should be vertically mounted.
 3. Engine covers shall have rubber seals around perimeter and shall securely close.
 4. Engine controls shall be electronically operated.
- D. Alternator: Engine shall have minimum eighty amperage (80 amp) twelve-volt (12v) alternator to provide power to twelve-volt (12v) systems.
- E. Transmission(s): Shall be twin disk or TPWD approved equivalent, as recommended by engine manufacturer to meet performance specifications.
- F. Exhaust System(s): Complete exhaust system shall be seawater cooled and equipped with stern exit with flapper. Exhaust piping must comply with USCG specifications and designed to prevent back flush. Reference: [https://www.dco.uscg.mil/Portals/9/MSC/PRG/PRG.E1-07.2010.07.27.Engine Exhaust Systems.pdf](https://www.dco.uscg.mil/Portals/9/MSC/PRG/PRG.E1-07.2010.07.27.Engine%20Exhaust%20Systems.pdf)
- G. High water alarm system: Shall be mounted six inches (6") or higher above the bilge.

- H. Stern Gear(s): Propeller shaft shall not be less than two- and one-half inch (2-1/2") diameter of 17-4 stainless steel, Aquamet or TPWD approved equivalent. Stern tube to incorporate packless shaft system. Cutlass type outboard bearing.
 - I. Propeller(s): Maximum spacing between propeller shaft bearings shall be seven feet (7'). Propeller size and pitch shall be matched to engine, gear, and hull to achieve maximum revolutions per minute (RPMs) and cruising speed. Examples: Michigan Propeller Co. Dynaquad or TPWD approved equivalent.
 - J. Steering System/ Rudder(s): Steering system shall be Teleflex hydraulic commercial duty, or TPWD approved equivalent. Rudder shall be stainless steel with stainless shaft size and configuration to provide optimum steerage and vessel maneuverability, with pack less shaft system rudder(s), and shall be equipped with rudder shoe.
 - K. Thru Hull Fittings: Shall be bronze sea cocks with locking T-handles installed for engine heat exchanger intake, one inch (1") wash down pump, and generator. Materials and installation of all associated piping shall be installed with as much simplicity as possible and be readily accessible for inspection and repairs.
 - L. Wash Down: Wash down shall be a one hundred twenty-volt (120v) A/C high flow rubber impeller design for saltwater use and shall also have a three-way valve to serve as an emergency bilge pump. Minimum of one- and one-half inch (1-1/2") washdown hose above deck.
 - M. Sea Strainers: Raw water intakes shall be provided with heavy duty strainers of a sufficient size for efficient cooling for main engine and generator. The Engine(s), generator, and washdown intakes shall all be protected by bronze sea strainers.
 - 1. Strainers shall be designed and installed in locations to facilitate easy access and cleaning.
 - N. Engine Oil Change System: Shall be twelve-volt (12v) operated and be connected to propulsion engine(s) as well as generator and marine transmission and shall be easily accessible.
 - O. Bilge Pumps: Minimum of three (3), twelve-volt (12v) bilge pumps located in each water-tight compartment with automatic/manual switch, with indicator light and two thousand gallons per hour (2,000 gph) capacity.
 - P. Emergency Bilge Pump: One (1) each, one hundred twenty volt (120v) automatic bilge pump hooked up to shore power. Shall have Automatic/Manual switch. Example: Rule Industries 1800 GPH automatic bilge pump or TPWD approved equivalent.
 - Q. Engine Room Blowers: Two (2), twelve-volt (12v) marine grade exhaust blowers that shall be vented to the outside. Example: Jabsco 12v 34739-0010, or TPWD approved equivalent.
 - R. Bow thruster: TPWD will supply bow thruster to be installed if accepted vessel design is medium deep v hull.
- 6.1.10. Electrical Systems: All wiring shall comply with the National Fire Protection Association (NFPA) standards. <https://www.nfpa.org/Codes-and-Standards>
- A. Electrical Panel: Master electrical panel with replaceable circuit breakers (not fuses). Breakers shall be of proper amperage for installed electronics.

- B. Batteries: Twin twelve-volt (12v) DC batteries shall be sized to meet main propulsion engine make and model specifications.
 - 1. Batteries shall be mounted in a covered rigidly fixed vented box with isolator switch.
 - 2. Generator shall have a separate, dedicated twelve-volt (12v) starting battery.
 - C. Battery Charger: Shall be a minimum amperage of thirty-five (35 amp), twelve-volt (12v) multi bank. Charger shall be permanently connected to main engine batteries as well as generator battery.
 - D. Full Cathodic Protection: Zinc anodes shall be attached to rudder, topside of shoe aft of keel and propeller shaft for full cathodic protection.
- 6.1.11. Lighting: Respondent shall provide preferred specifications for light fixtures with proposal.
- A. Navigation Lights: One set of Light Emitting Diode (LED) Navigational Lights for trawling vessels shall be provided and installed per United States Coast Guard (USCG) standards.
 - B. Instrument Lights: Shall be equipped with instrument lights on instrument panel and compass (red light).
 - C. Aft Deck Lights: Two (2) light emitting diode (LED) flood lights to illuminate aft deck working area, one of which shall be installed over winch area. Lights shall be mounted on rear of wheelhouse in a location to optimize visibility and not interfere with rigging of lines.
 - D. Engine Compartment Lights: Four (4) light emitting diode (LED) lights shall be installed and located to illuminate engine room, as well as three (3) each DC twelve-volt (12v) back up lights.
 - E. Wheelhouse Lights: Two (2) light emitting diode (LED) wheelhouse lights wired together. Two (2) each twelve-volt (12v) DC light fixtures shall be located above each helm chair and shall have white and red function.
 - F. All light fixtures shall be approved marine type.
- 6.1.12. Bonding: All underwater metallic structures shall be bonded to a ground shoe.
- 6.1.13. Fuel Tanks: All tanks, fittings, and fuel lines shall comply with NFPA as well as USCG specifications and requirements. Fuel tanks shall be USCG certified.
- A. Each fuel tank shall have baffles and shall be vented above the deck, not over the water or back into fill hose, with proper size goose necks and flame arrestor screens. Vent line to have no dips or liquid traps. Tanks shall be securely reinforced to prevent shifting, stress leaks and excessive vibration.
 - 1. If tanks are constructed of fiberglass reinforced plastic, interiors are to be wax free.
 - 2. If tanks are constructed of aluminum, tanks shall have additional seam support. Welded seams shall be internally reinforced.
 - B. Diesel Fuel Capacity: Tank capacities shall be based on single or dual engines and shall be located to optimize trim of vessel. Overall fuel capacity shall be based on a twelve (12) hour run time with fifteen percent (15%) reserve.
 - C. Fuel lines to main engine and generator shall have cutoff ball valves at tanks.

- D. Inline water separator with replaceable filter shall be hooked up to motor generator with separate ball cock valves. Inline water separator shall be Racor brand or TPWD approved equivalent.

6.1.14. Fire Extinguishers:

- A. Engine room shall be furnished with an automatic HALON alternative USCG approved system of sufficient size for engine room area. An audible alarm in wheelhouse area shall be installed.
- B. Sufficient portable marine fire extinguishers shall be provided for size of vessel in accordance with USCG regulations.

6.1.15. Additional Equipment: The following additional equipment shall be provided and installed on the vessel:

- A. Electric horn.
- B. One (1) fifty gallon (50 gal.) freshwater tank plumbed to a hose bid on the back deck.

6.1.16. A/C Electrical Systems/Generator:

- A. 110-VOLT AC: Shall be provided by a marine diesel generator; Examples: Northern Lights or TPWD approved equivalent.
 - 1. Minimum 5-kilowatt, freshwater cooled with heat exchanger and wet exhaust system. Unit shall be serviceable from one side, furnish 120-volts to wheelhouse air conditioner and lights for wheelhouse (2 each), engine room (2 each), and generator area (1 each).
 - 2. Ship to shore electrical connections and power cord with panel switch from shore power to generator power shall be located in cabin.
 - 3. Circuit breaker panel shall be located in wheelhouse. Generator starting switch shall be located in wheelhouse and by a separate dedicated 12-volt DC System.

6.1.17. Electronics:

- A. Shall be current year model or newer, installed and ready for operations upon delivery and acceptance.
- B. Awarded Contractor shall install Specialized, Simard structure scan transducers provided by TPWD. Transducer shall be located thru hull, midship, and as close as possible to the middle of the keel.

6.1.18. Life Raft: Life raft shall be a six (6) man inflatable per USCG specifications, with hydrostatic release unit installed. Shall be cradle mounted on top of wheelhouse with no water or food packed inside.

6.1.19. Radar Platform: shall be mounted on top center of wheelhouse. Radar, required navigation lights, GPS and VHF antennas to be mounted on structure.

6.2. Inspections:

- 6.2.1 TPWD will make a minimum of four (4) inspections to evaluate progress and compliance with specifications. The inspection schedule shall closely conform to the required fabrication timeline specified in [Section I, Subsection 12 – Project Progress](#). Inspections should also closely conform to the partial payment schedule, if so requested, as specified in [Section I, Paragraph 17.4.3](#). and may be negotiated prior to final award.
- 6.2.2 Inspections will be performed by TPWD staff, with a minimum of two (2) persons attending each inspection. TPWD will provide contractor at least ten (10) business days' written notice prior to performing inspection.
- 6.3. Sea Trials: Sea Trials and inspections will be conducted prior to vessel being delivered to final destination. Sea Trials will also be required post-delivery at home port. Punch lists will be resolved and rectified pre- and post-delivery and before final payment is released.
- 6.4. Delivery
 - 6.4.1. Vessel must be delivered to the Seabrook Shipyard, 1900 Shipyard Drive, Seabrook, Texas 77586, at the Contractor's expense. Method of delivery will be determined by Contractor. Delivery timeframe shall be provided in proposal submission.
 - 6.4.2. Contractor shall coordinate specific delivery location with TPWD prior to delivery and shall provide thirty days advance written notice to TPWD of delivery method and timeframe.
 - 6.4.3. Contractor shall repair any damage caused during the delivery process within sixty (60) days of delivery and prior to final payment.
- 6.5. Expected Service Life: Expected service life of research vessel shall be fifteen (15) years before requiring major overhaul.
- 6.6. Training Requirements:
 - 6.6.1. Contractor shall provide operational training to approximately ten (10) TPWD employees to include operation of vessel and all mechanical and electrical components required for operation of vessel and fishing gear as described herein.
 - 6.6.2. Maintenance training for the boat mates shall be provided to approximately four (4) TPWD employees.
 - 6.6.3. Respondent shall provide information on the training to be provided in their proposal submission.
- 6.7. Manuals, Final Shop Drawings, Written Warranties, Etc.
 - 6.7.1. Upon delivery of the vessel, Contractor shall provide documentation, including but not limited to the following:
 - A. Reference and operational manuals.
 - B. "As built" final shop drawings / blueprints.
 - C. Written warranties for vessel and all installed equipment.
 - 6.7.2. Failure to submit any or all manuals, drawings, and warranties may result in delay or forfeiture of final payment.

7. CONTRACTOR REQUIREMENTS AND RESPONSIBILITIES

- 7.1. Contractor agrees to conduct all its services under the awarded contract by and through appropriate communications with TPWD. No work, or other services shall be undertaken by Contractor except with the prior written authorization by TPWD. Contractor understands and agrees that work or other service performed without prior written authorization from TPWD is work outside the scope of this contract and shall be performed exclusively at Contractor's risk.
- 7.2. Contractor and the resulting manufactured vessel shall comply with any and all rules and regulations with respect to design and manufacture referenced in *Section 6.1.2*.
- 7.3. Contractor and the resulting manufactured vessel shall be in compliance with all laws, ordinances, statutes, and regulations pertaining to the goods and services described herein, and shall obtain all necessary permits, licenses, or other authorizations pertinent to the manufacturing process, transportation, and delivery of the vessel described herein and be approved by TPWD.
- 7.4. Contractor guarantees services and products offered will meet or exceed the written specifications identified in this solicitation. If any specifications differ from specifications herein for Respondent's proposed vessel, it is the responsibility of the Respondent to provide that information in their proposal submission. Any revisions and or exceptions must meet minimum requirements of regulations referenced herein.
- 7.5. Contractor shall provide service in accordance with requirements specified herein and the resulting contract(s) and adhere to the TPWD Terms and Conditions.
- 7.6. Contractor shall provide all labor, materials, equipment, incidentals, and supervision necessary to meet requirements of the specified services throughout the term of the contract.
- 7.7. Contractor is responsible for all costs incurred in the performance of the contract.
- 7.8. Contractor shall follow relevant safety rules and conduct the work in a safe manner.
- 7.9. Contractor shall be solely responsible for any damage attributable to Contractor's operation. Contractor, at their own expense, shall repair any such damage immediately. The repair work is subject to acceptance by TPWD.
- 7.10. There shall be no material or component substitutions without prior TPWD approval.
- 7.11. Contractor shall submit 100% construction design with interior/exterior finishes for TPWD approval prior to fabrication.
- 7.12. Contractor agrees to comply with Federal Law or State Workers' Compensation laws which are applicable to the work required or performed under this 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 subcontractors.
- 7.13. Executive Head: Pursuant to Gov't Code §669.003, TPWD may not enter into a contract with a person who employs a current or former Executive Head of a state agency until four (4) years have passed since that person was the executive head of the state agency. By submitting a Proposal, 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: _____

8. KEY PERSONNEL REQUIREMENTS

- 8.1. Contractor shall provide a primary point of contact Contract Manager (CPM).
- 8.2. The CPM shall:
 - 8.2.1. Be a permanent employee of the Contractor and serve as a constant primary point of contact for TPWD through acceptance.
 - 8.2.2. Have primary responsibility for the day-to-day operation of the services in accordance with the requirements of the contract.
 - 8.2.3. Have authority to issue, execute, grant, and provide any approvals, requests, notices and other communications required to advance the project.
 - 8.2.4. Oversee all of the work performed.
 - 8.2.5. Ensure all key personnel have and maintain all applicable current licenses, certifications, and permits necessary to perform assigned duties under this contract.
 - 8.2.6. Attend status meetings as required by TPWD, either in person or via remote web communications.
 - 8.2.7. Meetings shall be scheduled as required by TPWD and/or the Contractor. The CPM and Contractor personnel shall be available to provide information reports (including meeting notes), audits or other special reports as required by TPWD. Meetings will be held at a TPWD facility, at Contractor's facility, or via teleconference, at TPWD's discretion.

9. TPWD RESPONSIBILITIES

- 9.1. TPWD will designate a Project Manager(s) and a Contract Manager(s) upon contract award. The instructions of the Project Manager and/or Project Manager's. The TPWD Project Manager is to have free access to Contractor's supplies, equipment, and work product at all times for inspection and audit.
- 9.2. TPWD will review and approve all project deliverables prior to acceptance.
- 9.3. TPWD will perform acceptance testing, which is testing against all documented specifications and requirements.
- 9.4. TPWD will perform periodic field reviews, as needed.
- 9.5. TPWD will furnish no material, labor, equipment, or facilities unless otherwise provided for in this contract.
- 9.6. TPWD will review and approve Contractor submitted 100% construction design for TPWD approval prior to fabrication.
- 9.7. TPWD must inspect and approve all work before Vessel is formally accepted and prior to release of final payment.
- 9.8. TPWD will pay for TPWD staff travel expenses associated with inspections as set forth herein.

10. PERFORMANCE MEASURES

- 10.1. Contractor will be responsible for the performance of any contractual obligations that may result from an award based on this RFP and shall not be relieved due to non-performance of any or all subcontractor(s). By submitting a proposal, the Respondent commits to providing the goods and services required in the RFP.
- 10.2. TPWD will monitor vendor performance. Vendor performance will be reported in the Vendor Performance Tracking System (VPTS). Failure to provide services and products in accordance with requirements

specified herein and the resulting contract(s) and adherence to the TPWD Terms and Conditions may be considered, by TPWD, as unsatisfactory performance by the Contractor. An unsatisfactory performance may result in a negative vendor performance report, cancellation of the contract, or both.

- 10.3. TPWD will measure and evaluate the Contractor's and/or subcontractor's performance under the contract. If the Contractor or subcontractor does not meet any standards for deliverables and/or performance incentives (if applicable), TPWD may impose remedies if the Contractor or subcontractor(s) fails to meet their responsibilities as outlined in the RFP and the terms and conditions of the contract. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standards, customs, and practices. In the event TPWD deems that the Contractor's performance does not meet an acceptable quality level of service and deliverables, TPWD may seek or negotiate remedies with the Contractor. Remedies shall include negative vendor performance report, corrective action plans, and withholding of payments due to poor performance and contract non-compliance.

11. TESTS, TRIALS, DELIVERY, AND FINAL INSPECTION

- 11.1. The final product to be delivered to TPWD upon completion of services is a vessel that meets or exceeds all specifications as outlined herein, responses to this request for proposals, TPWD approved alterations, and all approved documents by manufacturer relevant to vessel specifications, and compliance to all requirements, including deadlines as specified herein. TPWD and Contractor must agree to completeness and by submittal deadline of all required documents. Required documents include the specifications herein, including such items as built, component warranties, and manufacturer's warranty.

- 11.2. TPWD and Contractor must agree to observation and required corrective action(s) required as noted during multiple on-site inspections throughout the manufacturing phases. On-site inspections are tentatively planned in accordance with the construction phases below and progress payments, if so negotiated, as referenced in [Section 12](#).

30% Hull laid in boat mold with stringers installed.

60% Engine and hardware; fuel and hydraulic tanks; plumbing and decking.

90% Wheelhouse; interior; superstructure built; vessel painted and rigged out.

100% Completion of vessel.

- 11.3. Testing during Construction:

11.3.1. Test Schedule:

- A. Thirty (30) days prior to the start of the testing, Contractor must submit a test index to TPWD which provides a complete listing by test number and test title of all tests and certifications to be conducted during the Vessel Test Program.
- B. Contractor shall submit a test schedule to the TPWD Project Manager showing the dates the tests are to be conducted. Ample time should be allowed between the tests and trials to correct defects found during the tests.
- C. The rescheduling of individual tests because of changes in events or other construction scheduling shall be submitted to TPWD Project Manager as promptly as possible.

11.3.2. Test Reports:

- A. The Contractor shall prepare and submit test reports and supporting data to TPWD Project Manager for each test procedure conducted.
- B. Test Reports must document the test results and findings in relation to technical specification requirements.

11.3.3. Performance Trials:

- A. Before TPWD acceptance of the vessel, the Contractor is required to conduct a series of operating and performance trials at sea. Pre-sea trial requirements, such as dock trials, fast cruise, and equipment trials are required.
- B. Contractor shall submit a trial agenda and a schedule of events to TPWD showing the operations and tests the Contractor proposes to conduct in order to demonstrate compliance with the contract requirements.
- C. TPWD reserves the right to review the agenda and add or delete requirements, as appropriate.
- D. TPWD will issue a list of items in writing that are to be corrected by the Contractor before delivery and acceptance.

- 11.4. TPWD reserves the right, at its sole discretion, to bring professionals outside of TPWD to assist in the evaluation of the vessel before acceptance.
- 11.5. Final inspection shall occur before delivery but after Contractor's completion of all work.
- 11.6. Contractor shall repair any defects within a reasonable time period, as determined by or agreed to by TPWD.
- 11.7. On satisfactory completion of the work items that must be completed before delivery, the TPWD Project Manager will notify the Contractor, in writing, to deliver the vessel according to the terms of the contract.
- 11.8. Contractor must submit photographs of select components of manufacture as requested by TPWD, primarily during periods between inspections. Photographs will document compliance with specifications.
- 11.9. TPWD must be present during sea trials at or near Contractor's location prior to transport of vessel to home port and delivery location as described herein. Any crated punch list must be resolved and rectified pre-and post-delivery of vessel.
- 11.10. 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 services, including the cost of resoliciting, to the Contractor. The default Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work.

12. ACCEPTANCE

The vessel will be accepted by TPWD using items listed below, to include, but not limited to, the following:

- 12.1. Vessel shall be delivered with all water, fuel and lubricant tanks full at no additional cost to TPWD.
- 12.2. Trials and Final Inspection has been successfully performed and all defects and other work items have been corrected and completed.
- 12.3. Training of all TPWD personnel has been completed.
- 12.4. Contractor shall provide all manuals and software related to all equipment onboard vessel to include engines.

- 12.5. Address test performance corrections listed in [Section 9, Test, Trials, and Final Inspection](#). Contractor shall provide evaluation, correction and tuning services to determine the level to which the vessel is operating as planned, and to make necessary and required adjustments and/or corrections.

13. WARRANTY

Respondents shall provide warranty information in their proposal for the vessel itself as well as all components within the vessel. Warranty terms and coverage will be considered during the evaluation process to determine best value. All warranties shall commence upon final acceptance.

14. ADDING NEW PRODUCTS/SERVICES TO CONTRACT AFTER AWARD

Following the contract award, additional products/services of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. A formal written request will be sent to successful respondent to quote on the proposed additional products/services. Respondent shall submit proposals to TPWD as instructed. All prices are subject to negotiation with the Best and Final Offer (“BAFO”). TPWD may accept or reject any or all proposals and may issue a separate solicitation for the products/services after rejecting some or all of the responses. The products/services covered under this provision shall conform to the specifications as outlined in the request.

15. MODIFICATIONS OF CONTRACT TERMS AND/OR AMENDMENTS

- 15.1. The terms and conditions of the Contract shall govern all transactions under the Contract.
- 15.2. The Contract may only be modified or amended upon mutual written agreement of TPWD Purchaser(s) and the Contractor. Verbal changes are not allowed.
- 15.3. Terms and conditions that do not conflict with the Contract and are acceptable to the Contractor(s) may be added in a Purchase Order and given effect. No additional term or condition added in a Purchase Order can conflict with or diminish a term or condition of the Contract. In the event of a conflict between Purchase Order and the Contract, the Contract term shall control.

16. PAYMENT SCHEDULE

Requested delivery of the vessel is to be on or before January 31, 2026. TPWD will consider progress payment schedule for this vessel. Progress will be measured in percentage of completion (including acquisition of materials and supplies, fabrication, inspections, punch lists, and final delivery and acceptance). Respondents may provide progress payment schedule with their bid response. Final payment schedule may be negotiated and will be confirmed at time of award.

17. INSURANCE

- 17.1. 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
Workers Compensation	STATUTORY LIMITS
Employer's Liability	
Bodily Injury by Accident	\$ 500,000 Ea. Accident
Bodily Injury by Disease	\$ 500,000 Ea. Employee
Bodily Injury by Disease	\$ 500,000 Policy Limit

<p>Commercial General Liability General Aggregate Applies Per Project</p>	<p>\$ 1,000,000 Aggregate \$ 5,000 Medical Expense each person \$ 1,000,000 Products Completed Operations \$ 500,000 Personal & Advertising Liability \$ 1,000,000 Each Occurrence</p>
<p>Automobile Liability All Owned, Hired and Non-Owned Vehicles</p>	<p>\$ 500,000 Combined Single Limit</p>

- 17.2. 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.*
- 17.3. 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.
- 17.4. Policies must include the following clauses, as applicable:
 - 17.4.1. This insurance shall not be canceled, materially changed, or non-renewed except after thirty (30) days written notice has been given to TPWD.
 - 17.4.2. It is agreed that Contractor’s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by TPWD for liability arising out of operations under the Contract with the Owner.
 - 17.4.3. TPWD, its officials, directors, employees, representatives, and volunteers are added as additional insureds as respects operations and activities of, or on behalf of the named insured performed under Contract with TPWD. The additional insured status must cover completed operations as well. This is not applicable to workers’ compensation policies.
 - 17.4.4. All policies shall contain a waiver of subrogation.
- 17.5. Without limiting any of the other obligations or liabilities of the Contractor, Contractor shall require each Subcontractor performing work under the Contract, at Subcontractor’s own expense, to maintain during the term of the Contract, the same stipulated minimum insurance including the required provisions and additional policy conditions as shown above. As an alternative, Contractor may include its Subcontractors as additional insureds on its own coverage as prescribed under these requirements. Contractor’s certificate of insurance shall note in such event, that the Subcontractors are included as additional insureds and that Contractor agrees to provide workers’ compensation for Subcontractors and their employees. Contractor shall obtain and monitor the certificates of insurance from each Subcontractor in order to assure compliance with the insurance requirements. Contractor must retain the certificates of insurance for the duration of the Contract plus five (5) years and shall have the responsibility of enforcing these insurance requirements among its Subcontractors. TPWD shall be entitled, upon request and without expense, to receive copies of these certificates.
- 17.6. Workers’ compensation insurance coverage must be provided for all workers at all tier levels and meet the statutory requirements of Texas Labor Code § 401.011(44) and specific to construction projects for public entities as required by Texas Labor Code § 406.096.
- 17.7. 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. **The certificate of insurance shall be emailed to Purchasing / Contracting at Purchasing.BidBox@tpwd.texas.gov.**

19. PAYMENT AND PERFORMANCE BONDS

The Contractor is required to tender to TPWD, prior to commencing the Work, performance and payment bonds, as required by Texas Government Code, Chapter 2253, as follows:

- 19.1. **Payment Bond:** A Payment Bond is required in the amount of the Contract Sum and must be furnished by the successful Contractor prior to contract award. Payment Bond is payable to TPWD solely for the protection and use of payment bond beneficiaries who have a direct relationship with the Contractor or Subcontractor. All bonds submitted shall be in the original form bearing original signatures and seal and shall be furnished to TPWD within ten (10) business days of Notice of Award. *See Attachment 2 – Payment Bond.*
- 19.2. **Performance Bond:**
- 19.2.1. Successful Contractor will be required to furnish a Performance Bond in the amount of the Contract sum, or other form of security approved by TPWD for the full amount of the award. Such performance security must be furnished upon notification by TPWD within ten (10) business days of Notice of Award. *See Attachment 3 – Performance Bond.*
- 19.2.2. The Performance bond shall be for the entire contract period. The Performance Bond shall provide that in the event of non-renewal, TPWD, and the Contractor be notified in writing by the issuer a minimum of sixty (60) days prior to non-renewal.
- 19.2.3. In the event of non-renewal, the Contractor shall provide TPWD evidence of the new source of surety within twenty-one (21) calendar days after the Contractor's receipt of the non-renewal notice. Failure to maintain the required surety in force may be cause for contract termination.
- 19.2.4. Failure to provide the bond within ten (10) days of notice of award may result in cancellation of the contract.

20. SUBCONTRACTING

Refer to Section III – General Terms and Conditions, Paragraph 56 – Subcontractors

- 20.1. During the term of the contract, if the Contractor determines a need for Subcontractor change, TPWD shall be notified in writing by the Contractor prior to any proposed change. The Contractor shall be required to provide references and work history for any proposed Subcontractor to TPWD. No change will be allowed without written authorization by TPWD.
- 20.2. Contractor must comply with Historically Underutilized Business (HUB) Subcontracting Plan requirements.

21. HUB SUBCONTRACTING PLAN

- 21.1. RESPONDENT MUST COMPLETE, SHOW A GOOD FAITH EFFORT, SIGN AND SUBMIT A HUB SUBCONTRACTING PLAN (**EXHIBIT B**) WITH THEIR RESPONSE SUBMISSION AND IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. **FAILURE TO COMPLETE AND SUBMIT THE HUB SUBCONTRACTING PLAN (HSP) WITH THE RFP RESPONSE WILL RESULT IN DISQUALIFICATION OF THE RFP FROM CONSIDERATION.**
- 21.2. In accordance with Texas Gov't Code §2161.252 and 34 Texas Administrative Code §20.285, TPWD has determined that subcontracting opportunities are probable under this contract, and that the contract value may exceed \$100,000. This probability is based on HUB availability, HUB utilization, geographic location of the project, the contractual scope of work, or other factors. TPWD estimates the value of this contract to be greater than \$100,000 and further sets the HUB subcontracting goal at **21.1%** of the contract's value.
- 21.3. It is the Respondent's determination if they choose to subcontract any of the work under the contract with a Texas Certified Historically Underutilized Business (HUB) or other businesses. The Respondent shall identify all proposed HUB and other subcontractors at the time of response submittal by completing and submitting *Exhibit B – HUB Subcontracting Plan*.
- 21.4. A list of HUB subcontractors that may be able to perform the work identified as areas with potential subcontracting opportunities is attached to the HUB Subcontracting Plan forms. Respondents may also

access a list of HUB subcontractors who may be able to perform this work by searching the Centralized Master Bidder’s List (CMBL), as maintained by the Texas Comptroller of Public Accounts. The main CMBL search page is located here: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do>.

- 21.5. A few minority and women trade organizations and development centers are listed below that you may contact to announce your opportunity (as specified in the HSP, Method B). For a more complete list visit: <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

Women Contractors Association 6703 Chimney Rock Rd. Bellaire, TX 77401 (703) 807-9977 phone director@womencontractors.org email www.womencontractors.org website	Texas Association of African American Chambers of Commerce 807 Brazos St., Ste. 710 Austin, TX 78701 (512) 535-5610 phone cro@taaacc.org email www.taaacc.org website	Texas Association of Mexican American Chambers of Commerce 606 Main St. Buda, TX 78610 (512) 444-5727 phone president@tamacc.org email www.tamacc.org website
US Pan Asian American Chamber of Commerce SW 711 E. Lamar Blvd., Mailbox 103A Ste. 211 Arlington, TX 76011 (682) 323-5869 phone gmcdermott@uspaacc-sw.org email www.uspaacc-sw.org website	Dallas/Fort Worth Minority Supplier Development Council 8828 N. Stemmons Fwy, Ste. 550 Dallas, TX 75247 (214) 630-0747 phone (214) 637-2241 fax sourcing@dfwmsdc.com email www.dfwmsdc.com website	US India Chamber of Commerce DFW 5930 LBJ Fwy, Ste. 310 Dallas, TX 75240 (214) 346-9559 phone (214) 346-9521 fax info@usicoc.org email www.usicoc.biz website

- 21.6. **Respondents are highly encouraged to contact TPWD HUB Administration at 512-389-4784 or hub@tpwd.texas.gov for assistance with completing the HSP forms, obtaining HUB lists if web access is not possible, and/or further explanation of the TPWD HUB program.**

- 21.7. HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report: After award of the contract, the Contractor shall report all HUB and non-HUB subcontractor information using the HSP Prime Contractor Progress Assessment Report form. The report shall be submitted to the TPWD HUB Program monthly. The report shall be submitted monthly even during the months the Contractor is not invoicing TPWD. All payments made to subcontractors shall be reported. TPWD may verify the amounts being reported as paid by requesting copies of cancelled checks paid to subcontractors.

22. TRAVEL

All travel and per diem for the Contractor shall be included in the unit price. TPWD will not be responsible for Contractor’s travel expenses.

23. CONTRACT ADMINISTRATION

Administration of the contract is a joint responsibility of TPWD Coastal Fisheries Division and the TPWD Purchasing & Contracting Branch. TPWD purchasing staff will be responsible for administering the contractual business relationship with the contractor. Upon issuance of contract, TPWD will designate an individual who will serve as the project manager and point-of-contact between the agency and the contractor. The project manager does not have any express or implied authority to vary the terms of the contract, amend the contract in any way or waive strict performance of the terms or conditions of the contract. This individual’s contract management and contract administration responsibilities include, but are not limited to:

- 23.1. Monitoring the contractor’s progress and performance and ensuring services conform to established specification requirements.

- 23.2. Managing the financial aspects of the contract including approval of payments.
- 23.3. Meeting with the contractor as needed to review progress, discuss problems, and consider necessary action.
- 23.4. Identifying a breach of contract by assessing the difference between contract performance and non-performance.
- 23.5. Other areas as identified by the State of Texas Procurement and Contract Management Guide, latest edition.

24. INVOICING AND PAYMENT

The following procedures apply to invoicing and payment in addition to those listed in [Section III, General Terms and Conditions, Paragraph 9](#):

- 24.1. Contractor to submit invoice(s) to: Texas Parks & Wildlife Department, Accounts Payable, 4200 Smith School Road, Austin, Texas 78744.
- 24.2. Invoices must show:
 - 24.2.1. Name of Contractor exactly as shown on the contract, Texas Payee Identification Number (PIN), and correct "Remit to" address.
 - 24.2.2. Name of receiving entity.
 - 24.2.3. Contract/purchase order number.
 - 24.2.4. Description, quantity, unit of measure, unit price, extended price of each item.
 - 24.2.5. Total price.
 - 24.2.6. Discount, if applicable, extended and deducted to arrive at a NET TOTAL for invoice.
 - 24.2.7. Attach supporting documentation, if required.
- 24.3. Payment:
 - 24.3.1. Partial/ Progress payments are an exception but may be made with prior written approval of the paying entity and if requested by Respondent with proposal submission and approved by TPWD prior to award.
 - 24.3.2. Under no circumstances shall TPWD be obligated to make any payment (whether a partial/progress payment or final payment) to Contractor if Contractor is in breach of this contract.
 - 24.3.3. Payment normally will be made to the Contractor within thirty (30) days after receipt of a properly prepared invoice or the receipt of and the acceptance of services ordered, whichever is later. State agencies are required by state law to pay properly submitted invoices within thirty (30) days or the Contractor may charge a late payment fee established by law.
 - 24.3.4. Payments for services purchased with state appropriated funds will be made through state warrants issued by the Comptroller of Public Accounts. Payments by qualified ordering entities will be made through the entities local payment system.
 - 24.3.5. Electronic payment may be available through some ordering entities. Contact Accounts Payable at 512-389-4833 for additional information.

SECTION II – PROPOSAL REQUIREMENTS

1. SCHEDULE OF EVENTS

TPWD intends to proceed according to the following schedule. These dates represent a tentative schedule of events. TPWD reserves the right to change the dates in the schedule of events above upon written notification to prospective Respondents through a posting on the Electronic State Business Daily as an Addendum.

Event	Date/Time
RFP Issue Date:	January 11, 2024
Questions Due:	January 25, 2024
HUB Notification Deadline:	February 2, 2024
Proposal Due Date:	February 14, 2024; 2:00 PM C.T.

2. INQUIRIES

- 2.1. **CONTACT:** All requests, questions, or other communications about this Solicitation shall be made in writing to TPWD's Purchasing Department, addressed to the following person:
Christina M. Brown, Purchaser
Email: Purchasing.BidBox@tpwd.texas.gov
- 2.2. **CLARIFICATIONS:** TPWD will allow written requests for clarification of this Solicitation. Questions may be faxed or e-mailed to the point-of-contact listed in [Section II, Subsection 2.1](#). 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.
- 2.3. **DEADLINE FOR SUBMISSION OF QUESTIONS:** To provide TPWD with sufficient time to adequately prepare responses to inquiries, all questions must be submitted by the deadline specified in [Section II, Subsection 1](#).
- 2.4. **ANSWERS TO QUESTIONS:** The target date for answering questions is within three 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. If respondents do not have Internet access, copies may be obtained through the point of contact listed above. **Note:** *It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a proposal. Respondent's failure to periodically check the Electronic State Business Daily (ESBD) will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the solicitation requirements.*
- 2.5. **PROHIBITED COMMUNICATIONS:** Upon issuance of this solicitation, TPWD, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s), except for the written inquires described in [Section II, Subsection 2.2](#) above. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. **Failure to observe this restriction may disqualify respondent.** Respondent shall rely only on written statements issued through or by TPWD's purchasing staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

3. PROPOSAL CONTENT

Below is a summary of required and requested information. Proposals submitted without this information will be evaluated accordingly. TPWD reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

3.1. **GENERAL RESPONSE FORMAT:**

- 3.1.1. **EMAIL SUBMITTALS ARE PREFERRED FOR THIS SOLICITATION** in accordance with [Section II, Subsection 6](#).
- 3.1.2. If submitting hard copy Proposals, Respondent shall submit **one (1) original** proposal (marked Original). In addition, Respondents shall submit **one (1) copy** of the proposal. *Pricing should not be included in the submitted copies.* Submissions should be on 8-1/2 x 11-inch paper and tab-indexed corresponding to the sections/exhibits listed below. (Plastic spine-bound or wire-bound submittals are highly discouraged.)
- 3.2. **REQUIRED RESPONSE CONTENT:** Respondent MUST include the following documentation in their response submission. ***Failure to submit with response will result in disqualification of the proposal.***
- 3.2.1. **Exhibit A – Execution of Proposal:** Respondent must submit signed, dated, and completed [Exhibit A - Execution of Proposal](#).
- 3.2.2. **Exhibit B – HUB Subcontracting Plan:** Respondent must comply with and submit [Exhibit B – HUB Subcontracting Plan](#).
- 3.2.3. **Exhibit C – Price Schedule:** Respondent must complete and return [Exhibit C – Price Schedule](#) with the proposal submission, specifying the unit pricing proposed by the Respondent. Respondent shall also attach a cost breakdown for the goods/services entitled [Attachment - Exhibit C](#).
- 3.3. **ADDITIONAL RESPONSE CONTENT:** Respondent shall include the following additional documentation in their response submission, or within two business days of TPWD request. ***Failure to submit this additional documentation by TPWD designated deadline may result in disqualification of the proposal.***
- 3.3.1. **Addenda:** Respondent shall acknowledge receipt of any addendums generated as part of this solicitation. The respondents should include the signed and dated addendum(s) with their response submission.
- 3.3.2. **Exhibit D – Company Profile:** Respondent shall submit completed – [Exhibit D – Company Profile](#)
- 3.3.3. **Exhibit E – Manufacturer and Partner Information:** Respondent shall submit completed - [Exhibit E – Manufacturer and Partner Information](#), or a reasonable facsimile, or resumes)
- 3.3.4. **Exhibit F – Past Projects with Corresponding References:** Respondent shall submit completed - [Exhibit F – Past Projects with Corresponding References](#).
- 3.3.5. **Exhibit G – Key Personnel:** Respondent shall submit completed [Exhibit G – Key Personnel. G](#).
- 3.3.6. **Exhibit H – Technical Proposal:** Include – [Exhibit H - Technical Proposal, tabbed Exhibit H](#), including numbered responses corresponding to each of the items listed in [Exhibit H](#).

4. PROPOSAL SUBMISSION

- 4.1. All proposals shall be received, and time stamped by TPWD prior to 2:00 PM Central Time on the date specified in [Section II, Subsection 1](#) and the place specified in [Section II, Subsection 5](#). Late proposals will not be considered under any circumstance and will be returned unopened.
- 4.2. **EMAIL SUBMITTALS ARE PREFERRED FOR THIS SOLICITATION** in accordance with [Section II Subsection 5.1](#).
- 4.3. If submitting proposal via mail or delivery, proposals should be placed in a sealed envelope/package and correctly identified with RFP number, submittal deadline/opening date and time. It is the Respondent's responsibility to appropriately mark and deliver the proposal to TPWD by the specified date and time.
- 4.4. Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum to the response.
- 4.5. Respondents to this RFP are responsible for all costs of proposal preparation.

- 4.6. **Telephone, and facsimile proposals are NOT an acceptable response to an RFP.** All submitted proposals become the property of TPWD after the RFP submittal due date/ deadline. Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TPWD, whichever is earlier.
- 4.7. When Proposals are opened, only the names of the Respondents who submitted proposals will be read. Prices and terms will not be divulged until after contract award.

5. DELIVERY OF PROPOSALS

- 5.1. **EMAIL SUBMITTALS ARE PREFERRED FOR THIS SOLICITATION. Submit your response to Purchasing.BidBox@tpwd.texas.gov. Provide bid due date and solicitation number in the subject line of email.**
- 5.2. If hard copies are submitted, hard copy shall be submitted to TPWD by one of the following methods:

U.S. Postal Service	Overnight/Express Mail
Texas Parks and Wildlife Dept. Purchasing & Contracting C-1 4200 Smith School Road Austin, TX 78744	TPWD – Mail Room Attn: Purchasing & Contracting C-1 4200 Smith School Road Austin, TX 78744 Hours – 8:00 AM to 5:00 PM
NOTE: Proposals must be date stamped by TPWD prior to the due date and time.	

6. EVALUATION AND AWARD

- 6.1. A contract will be awarded to the responsible Respondent who submits the proposal determined to be the best value to the State and who meet all requirements included in this solicitation.
- 6.2. Cash discounts offered by the respondent will NOT be a factor in proposal evaluation.
- 6.3. Proposals may be withdrawn by written notice at any time prior to award. An e-mail to the purchaser identified in [Section II, Subsection 2](#) above will be acceptable as a written notice for withdrawn. No proposals will be returned after award.
- 6.4. **Step 1 – Administrative Review by Purchasing:** Only a complete response with the listed required submittal documents will be considered. Failure to meet the minimum qualifications and submit the required documents will result in a response being declared non-responsive. 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 Purchasing and Contracting Section after the exact date and time specified as the deadline for responses will be considered.
- 6.5. **Step 2 – Initial Evaluation:** A TPWD evaluation committee will evaluate and score each response based on established criteria. Respondents shall not contact members of the evaluation team. Responses will be evaluated according to the respondent’s ability to best satisfy TPWD requirements. Respondent’s submission is evaluated and scored on a weighted system to determine the best value as follows:

Evaluation Criteria	Weight
Compensation and Fees (<i>based on Exhibit C – Price Schedule and Attachment to Exhibit C</i>)	40%
Qualifications and Experience, Capability, Facilities, and Key Personnel (<i>based on Exhibit D – Company Profile, Exhibit E – Manufacturer and Partner Information, and Exhibit F – Past Projects with Corresponding References, and Exhibit G – Key Personnel</i>).	25%

Proposed Project Approach, Design, and Delivery Schedule and Technical Proposal <i>(based on Exhibit H – Technical Proposal)</i>	35%
Total	100%

- 6.6. **Step 3 – Short List:** At TPWD’s sole discretion, a short-list may be developed. Then, TPWD may check references and/or inspect respondent’s facility/equipment.
 - 6.6.1. References may include past performance evaluations. References will be scored on a pass/fail basis. Any negative responses received may be grounds for disqualification of the proposal. References must be verifiable by phone or email within ten (10) working days of bid evaluation.
 - 6.6.2. Facility and/or equipment may be inspected to verify ability to successfully complete the project. Inspection will be scored on a pass/fail basis. Failure may be grounds for disqualification of the proposal.
- 6.7. **Step 4 - Presentations:** The evaluation committee will determine if discussions and/or Best and Final Offers are necessary. Award of a contract may be made without discussions or Best and Final Offers, if in the best interest of the state.
 - 6.7.1. Discussions: The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal.
 - 6.7.2. Oral Presentations: TPWD may, at its discretion, elect to have Respondents provide oral presentations of their proposals. Oral evaluations, if required, will be evaluated and scored as part of the evaluation criteria as outlined in Section 6.5.
- 6.8. **Step 5 – Negotiations:** Upon TPWD’s completion of evaluation and scoring, and any presentations, TPWD reserves the right to enter into negotiations with one or more selected Respondents.
- 6.9. **Step 6 – Best and Final Offer (BAFO):** The evaluation committee will determine if discussions and/or Best and Final Offers are necessary. Award of contract may be made without discussions or Best and Final Offers if in the best interest of the state.
 - 6.9.1. A request for a BAFO is at the sole discretion of TPWD and will be requested in writing. If requested, Respondent(s) shall submit a final price and any added value. If more than one Respondent reaches this level, the negotiated terms, references, BAFO and the added values will be considered in the award. TPWD will make the final determination of the best value.
 - 6.9.2. The evaluation committee will evaluate finalists and make a recommendation for award.
- 6.10. **AWARD:** TPWD reserves the right to award a contract to a single contractor. TPWD will be the sole judge of best value. (Refer to *Section III, Item 3.3* for Best Value criteria.)
- 6.11. **Post Award Meeting:** Contractor may be requested to attend a post award meeting via teleconference with TPWD within fifteen (15) calendar days after the award of the contract. The purpose of the meeting is to discuss the terms and conditions of the contract and to provide additional information regarding the contract and expectations thereof.

SECTION III – GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

MARCH 2022

(ITEMS BELOW APPLY TO AND BECOME A PART OF THE CONTRACT)

Any Contract awarded as a result of this solicitation will contain the General Terms and Conditions listed below in this Section. Subcontractors 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:** Texas Parks and Wildlife Department, 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, of the Texas Gov't Code (TGC) and TPWD rules. 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. CPA 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), CPA 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 CPA, and any negative findings, as determined by CPA, 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. DELIVERY:

- 6.1. Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates Respondent to deliver in 14 calendar days. Unrealistic delivery promises may cause solicitation to be disregarded.
- 6.2. 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.
- 6.3. 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.
- 6.4. Substitutions: No substitutions permitted without written approval of TPWD.
- 6.5. Delivery shall be made during normal working hours only unless prior approval has been obtained from ordering agency. Normal working hours are 8:00 AM until 5:00 PM Monday through Friday except State and National holidays.

7. TESTING AND INSPECTION:

- 7.1. TPWD may test and inspect goods and services purchased 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 access to the Respondent's place of business for the purpose of inspecting the goods. To the extent practical, TPWD inspections will not disrupt the Respondent's daily operations. Tests shall be performed on samples submitted with the Bid/Proposal or on samples taken from regular shipments. All costs of testing and inspection shall be borne by the Respondent. In the event the goods tested fail to meet or exceed all conditions and requirements of the solicitation and Contract, the goods will be rejected in whole or in part, at the State's option, and returned to the Respondent or held for disposition at the Respondent's expense. Latent defects may result in cancellation of the Contract at no expense to the state.
- 7.2. If material fails to meet specifications, the Respondent will be notified by fax, mail, or e-mail. The Respondent will have ten (10) working days after receipt of the notification to remove the rejected material from state property. Material will be removed at the Respondent's expense. Material not removed in the allotted time period will be disposed by TPWD. The Respondent will be charged for all disposable expenses conducted by TPWD.

8. **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."

9. INVOICING AND PAYMENT:

- 9.1 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).

9.2 **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.

9.3 **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.

10. **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.

11. **PROHIBITION ON LOBBYING:** 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.

12. **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).

13. **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.

14. **DISPUTE RESOLUTION:**

14.1. 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.

14.2. 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. 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 toll the timing of the formal written notice of a claim for breach of Contract required under § 2260.051 of Texas Gov't Code. Compliance by the Contractor with Chapter 2260 is a condition precedent to the filing of a contested case proceeding under Chapter 2260.

- 14.3. 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.
 - 14.4. 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.
 - 14.5. 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. 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.
- 16. NAME CHANGES AND SALES:**
- 16.1. 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.
 - 16.2. 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.
- 17. 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.
- 18. 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.
- 19. 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.

- 20. FORCE MAJEURE:** Neither Respondent nor TPWD shall be liable to the other party for any delaying, or failure of performance, of any requirement 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, fire, explosions, hurricanes, floods, epidemics, or pandemics, national or regional emergency, failures 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 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 TPWD reasonably promptly from the time the force majeure event occurs.
- 21. PROPRIETARY OR CONFIDENTIAL INFORMATION; TEXAS PUBLIC INFORMATION ACT:**
- 22.1. 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.
- 22.2. 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.
- 22.3. 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.
- 22. 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.
- 23. PUBLIC DISCLOSURE / NEWS RELEASES:** No public disclosures or news releases pertaining to this solicitation shall be made without prior written approval of TPWD.

- 24. 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.
- 25. 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.
- 26.1. Termination for Convenience: TPWD reserves the right to terminate the Contract at any time, in whole or in part, without cost or penalty, by providing 30 calendar days' advance written notice if TPWD determines that such termination is in the best interest of the state. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TPWD will be liable for payments limited only to the portion of work authorized by TPWD in writing and completed prior to the effective date of cancellation, provided that TPWD shall not be liable for any work performed that is not acceptable to TPWD and/or does not meet Contract requirements. All work products produced by the Contractor and paid for by TPWD shall become the property of TPWD and shall be tendered upon request. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation.
- 26.2. Termination for Cause/Default: 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, the TPWD may, upon written notice of default to the Contractor, terminate all or any part of the Contract after providing an opportunity to cure the default.
- 26.2.1. 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.
- 26.3. 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.
- 26.4. 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.
- 27. 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.
- 28. 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.
- 29. 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.

30. **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.
31. **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.
32. **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.
33. **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 this solicitation. 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.
34. **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.
35. **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.
36. **FEDERAL DISASTER RELIEF FRAUD:** Sections 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.
37. **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.
38. **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.

39. COMPLIANCE WITH LAWS; DEALING WITH PUBLIC SERVANTS:

- 39.1. 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.
- 39.2. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. CURRENT AND FORMER TPWD EMPLOYEES:

- 45.1. 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.

45.2. 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.

46. INSURANCE AND OTHER SECURITY:

46.1. 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.

46.2. The Respondent represents and warrants that it will obtain and maintain for the term of the Contract 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.

46.3. 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.

47. 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.

48. 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.

49. AMENDMENTS: Except as provided in *Section III, Paragraph 8* of this Contract, 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.

50. 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.

51. 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.**

52. INDEMNIFICATION AND LIABILITY:

52.1 **Acts or Omissions:** CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS, 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 CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. 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. CONTRACTOR AND TPWD AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

52.2 Infringements:

52.2.1 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.

52.2.2 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.

52.2.3 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.

52.3 Compensation/Unemployment Insurance – Including Indemnity:

52.3.1 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.

52.3.2 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.

- 53. 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.
- 54. 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.
- 55. 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).
- 56. 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:
- 56.1. Respondents planning to subcontract all, or a portion of the work shall identify the proposed subcontractors.
 - 56.2. Subcontracting shall be at the Contractor's expense.
 - 56.3. TPWD retains the right to check subcontractor's background and make determination to approve or reject the use of submitted subcontractors.
 - 56.4. 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.
 - 56.5. 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.
- 57. 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.
- 58. 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.
- 59. 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.

- 60. 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.
- 61. HB1295 CERTIFICATE OF INTERESTED PARTIES:** If value of Contract will exceed one million dollars, in accordance with 2252.908 of the Government Code, A business entity must use the [Form 1295 filing application](#) to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing." An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct. The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with TPWD at the time of execution. Additional information can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/> .
- 62. 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.
- 63. DRUG-FREE WORKPLACE:** The Contractor shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988.
- 64. NOTICES:** Any written notices required under this Contract will be by either hand delivery to Contractor's office address specified in the *Execution of Proposal, Exhibit A* of this Contract or by U.S. Mail, certified, return receipt requested, to TPWD, Attn: Purchasing, 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.
- 65. ORDER OF PRECEDENCE:** In the case of conflicts between the Contract documents, the following shall control in this order of priority:
- 65.1. Signed Contract/Purchase Order (or Notice of Award)
 - 65.2. Attachments to the Contract/Purchase Order (or Notice of Award)
 - 65.3. The Solicitation (e.g., RFP, IFB)
 - 65.4. Contractor's Response to the Solicitation and Contractor's Best and Final Offer, if applicable
- 66. CHILD SUPPORT OBLIGATION AFFIRMATION:** Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.
- 67. 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.

- 68. 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.
- 69. 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.).
- 70. U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:**
- 70.1. 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:
- 70.1.1. All persons employed to perform duties within Texas, during the term of the Contract; and
- 70.1.2. All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America
- 70.2. 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.
- 70.3. 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.
- 71.** Pursuant to Texas Government Code, Title 10, Subchapter F, §§ 2270.001-2270.002, TPWD may not enter into a Contract that has a value of \$100,000 or more with a company and that employs 10 or more full-time employees (as defined by Texas Government Code, Title 8, Subchapter A, § 808.001, (except that the term does not include a sole proprietorship) that boycotts Israel. By signing this bid, Bidder verifies that in accordance with Texas Government Code, Title 10, Subchapter F, §§ 2270.001-2270.002, Bidder:
- 71.1. Does not boycott Israel; and
- 71.2. Will not boycott Israel during the term of the Contract.
- 72.** Pursuant to *Texas Government Code*, Title 10, Subchapter F, §§ 2252.151-2252.154, TPWD may not enter into a Contract with a company (as defined by *Texas Government Code*, Title 8, Subchapter A, § 806.051) that is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under *Texas Government Code*, §§ 806.001, 807.051 or 2252.153. By signing this bid, Bidder certifies that it is not a company identified on a list as prepared and maintained by the Texas Comptroller of Public Accounts pursuant to *Texas Government Code*, §§ 806.001, 807.051 or 2252.153.
- 73.** 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.
- 74. 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.
- 75. 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.

76. **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.
77. **CLOUD COMPUTING STATE RISK AND AUTHORIZATION MANAGEMENT PROGRAM**: Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Respondent represents and warrants that it complies with the requirements of the state risk and authorization management program and Respondent agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.
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. **COMPANIES THAT BOYCOTT CERTAIN ENERGY COMPANIES**: Under Section 2274.002 of the Texas Government Code, by submitting the Response, Respondent certifies and warrants that it does not boycott energy companies; and will not boycott energy companies during the term of the Contract.
83. **DISCRIMINATION AGAINST FIREARM OR AMMUNITION INDUSTRIES**: Under Section 2274.002 of the Texas Government Code, by submitting the Response, Respondent certifies and warrants that it does have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Contract against said industries.
84. **AGREEMENTS RELATED TO CRITICAL INFRASTRUCTURE**: Pursuant to Texas Government Code Section 2274.0102, TPWD may not enter into a Contract with a company (as defined by Texas Government Code Section 2274.0101(1)) that meets the criteria provided under Texas Government Code Sections 2274.0102 and 2274.0103. By signing this bid, Bidder certifies that it is not a company that meets the criteria provided under Texas Government Code Sections 2274.0102 and 2274.0103.
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.

EXHIBIT A – EXECUTION OF PROPOSAL

NOTE: RESPONDENTS SHALL COMPLETE AND RETURN THIS EXHIBIT WITH THEIR PROPOSAL. **Failure to do so will result in disqualification of the proposal.

1. By signature hereon, the Respondent certifies that:

- 1.1. All statements and information prepared and submitted in the response to this RFP are current, complete, and accurate.
- 1.2. **Certification Concerning Dealings with Public Servants:** The Respondent has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.
- 1.3. Neither the Respondent or the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this RFP, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.
- 1.4. Pursuant to Section 2155.004 (a), Government Code, the Respondent has not received compensation for participation in the preparation of the specifications for this RFP.
- 1.5. Under Section 2155.004 (b), Government Code, the Contractor certifies that the individual or business entity named in this bid 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.
- 1.6. Child Support Obligations: Pursuant to Section 231.006 (d), Family Code, re: child support, the respondent certifies that the individual or business entity named in this RFP 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.
- 1.7. **Contractor shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and Texas Parks and Wildlife Department (TPWD), its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract. Contractor shall coordinate its defense with the Texas Attorney General as requested by TPWD.**

This paragraph is not intended to and shall not be construed to require contractor to indemnify or hold harmless the State or TPWD for any claims or liabilities resulting from the negligent acts or omission of TPWD or its employees.
- 1.8. Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 1.9. Respondent certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, respondent will complete the following information in order for the RFP to be evaluated:
 - 1.9.1 Name of former executive: _____
 - 1.9.2 Name of state agency: _____
 - 1.9.3 Date of separation from state agency: _____
 - 1.9.4 Position with respondent: _____
 - 1.9.5 Date of employment with respondent: _____
- 1.10. Respondent agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 1.11. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with

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

- 1.12. Pursuant to Section 231.006 (c), Family Code, RFP must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the RFP. Attach name & social security numbers for each person. This information must be provided prior to contract award.
 - 1.13. Suspension, Debarment, and Terrorism: Respondent certifies that the bidding 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 that 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. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/SAM/#1>.
 - 1.14. Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this proposal.
2. In the case of a tie between two (2) or more Respondents, the award will be made in accordance with preferences as outlined in TAC, Title 34, Part 1, Chapter 20, Subchapter C, Section 20.306. If a tie still exists after review of preferences claimed by Respondents, TPWD will draw lots to break the tie.

PREFERENCES
See Appendix 21 of the <i>State of Texas Procurement and Contract Management Guide</i> regarding preferences.
Check below if preference claimed under TAC, Title 34, Part 1, Chapter 20, Subchapter C, Section 20.306
<ul style="list-style-type: none"> <input type="checkbox"/> Goods produced or offered by a Texas respondent that is owned by a Texas resident service-disabled veteran <input type="checkbox"/> Goods produced in Texas or offered by a Texas respondent that is <u>not</u> owned by a Texas resident service-disabled veteran <input type="checkbox"/> Agricultural products grown in Texas <input type="checkbox"/> Agricultural products offered by a Texas respondent <input type="checkbox"/> Services offered by a Texas respondent that is owned by a Texas resident service-disabled veteran <input type="checkbox"/> Services offered by a Texas respondent that is <u>not</u> owned by a Texas resident service-disabled veteran <input type="checkbox"/> Texas Vegetation Native to the Region <input type="checkbox"/> USA produced supplies, materials, or equipment <input type="checkbox"/> Products of persons with mental or physical disabilities <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel <input type="checkbox"/> Energy Efficient Products <input type="checkbox"/> Rubberized asphalt paving material <input type="checkbox"/> Recycled motor oil and lubricants <input type="checkbox"/> Products produced at facilities located on formerly contaminated property <input type="checkbox"/> Products and services from economically depressed or blighted areas <input type="checkbox"/> Contractors that meet or exceed air quality standards <input type="checkbox"/> Recycled or Reused Computer Equipment of Other Manufacturers <input type="checkbox"/> Foods of Higher Nutritional Value

RESPONDENT (COMPANY/FIRM): _____

SIGNATURE: _____

NAME (TYPED/PRINTED): _____

TITLE: _____ DATE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FACSIMILE NO.: _____

E-MAIL ADDRESS: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

See definition / instructions for Texas ID Number in General Terms & Conditions, Paragraph 1.10.

EXHIBIT B – HUB SUBCONTRACTING PLAN

Attention:

1. The following HSP documents are attached as separate documents:
 - Exhibit B - Part 1: HUB Subcontracting Opportunities
 - Exhibit B - Part 2: HSP Quick Check List, and HUB Subcontracting Plan
 - Exhibit B - Part 3: List of HUB vendors
2. Respondents shall comply with the HSP requirements, and complete and return the HUB Subcontracting Forms with their proposal. **** Failure to do so will result in disqualification of the proposal.**
3. ***Respondents are highly encouraged to contact TPWD HUB Administration at 512-389-4784 or hub@tpwd.texas.gov for assistance with completing the HSP forms, obtaining HUB lists if web access is not possible, and/or further explanation of the TPWD HUB program.***

EXHIBIT C – PRICE SCHEDULE

Respondent (Company/Firm): _____

THIS EXHIBIT SHALL BE COMPLETED AND RETURNED WITH THE RESPONSE. ** FAILURE TO RETURN THIS EXHIBIT WILL RESULT IN THE DISQUALIFICATION OF THE RESPONSE.

Respondent shall respond on this Exhibit C to specify TOTAL COST to TPWD for the Respondent to provide the goods/ services in this RFP in accordance with the specifications herein. The TOTAL COST shall include all costs, including but not limited to design, labor, materials, installed equipment, delivery, sea trials, warranty, etc.

Respondent shall also attach a PRICE BREAKDOWN entitled *Attachment to Exhibit C, Price Schedule* - including but not limited to labor, materials, installed equipment, delivery, warranty, etc. The Respondent shall provide the following information on ALL attachments relating to Exhibit C:

- 1) RFP 802-24-39401
- 2) Respondent Name (Company Name)
- 3) Attachment to Exhibit C, Price Schedule

Note: Respondents may choose to submit multiple proposals with different designs. In such a case, Respondent shall submit a separate and complete proposal package for each different design. Do not offer multiple options on one submitted proposal. Each proposal will be evaluated on their own merits.

Line Item	Description	Quantity	Unit of Measure	Unit Price
1	Design, manufacture, and delivery of Research Vessel per specifications as set forth in RFP 802-24-39401	1	LOT	

EXHIBIT D – COMPANY PROFILE

Respondent shall use this exhibit (or a reasonable facsimile) to clearly demonstrate how they meet the requirements set forth in this solicitation. This form may be modified as needed to comply with the requirement to document company information. **Failure to return this exhibit (or a reasonable facsimile) may result in the response submission being considered non-responsive.**

Company Name:			
Principal place of business (Corporate Headquarters):			
Address:			
City, State, Zip:			
Facility responsible for servicing the contract:			
Address:			
City, State, Zip:			
Contact Person regarding company's submission to the solicitation:			
Name & Title:			
Phone & Email Address:			
Personnel who will be responsible for management and day-to-day operation of services described in this solicitation.			
Name & Title:			
Phone & Email Address:			
Indicate if your company or any of its subsidiaries filed or met criteria for bankruptcy within the last five years.			
__ Yes __ No If yes, explain.			
Indicate if your company or any of its subsidiaries has been involved in litigation within the last five years.			
__ Yes __ No If yes, explain.			
Number years in business:		Number of employees:	
Number years actively participating in offering the goods/services described herein:			
Provide company background, experience, qualifications & capabilities in areas of goods/services described herein. Attach page if needed.			
Provide present commitments for related or similar services.			
Provide description of industry certifications, if applicable.			
Provide list of equipment to be used to produce the goods/services described herein. Attach page if needed. <i>(Equipment inspection, changes, approval & rejection will be at TPWD's sole discretion.)</i>			

EXHIBIT E – KEY PERSONNEL

Respondent Name: _____

Respondents shall submit this exhibit (or a resume, max 1 page per person) for each key personnel to be assigned under the resulting contract. *Include all requested information for each key personnel, including current certifications. Failure to return this exhibit (or reasonable facsimile) may result in proposal being considered non-responsive.*

Key Personnel:

Full Name: _____

Job Title: _____

Total Years Employed by Respondent: _____ Total Years' Experience (in required service): _____

Qualifications and Experience: _____

Specific Education, Training, Certifications: _____

Personnel - Reference 1:

Company Name: _____

Contact/Title: _____

Phone: _____ Service Period: _____

Roles and Responsibilities: _____

Personnel - Reference 2:

Company Name: _____

Contact/Title: _____

Phone: _____ Service Period: _____

Roles and Responsibilities: _____

EXHIBIT F – MANUFACTURER AND PARTNER INFORMATION

Respondent Name: _____

Respondent shall use this exhibit (or reasonable facsimile) to provide information on the manufacturer of the proposed manufactured homes. This form may be modified as needed to comply with the requirement to document manufacturer information. ***Failure to return this exhibit (or a reasonable facsimile) may result in the proposal being considered non-responsive.***

MANUFACTURER INFORMATION	
Manufacturer Name:	
Location of Manufacturer	
Address:	
City, State, Zip:	
Corporate Headquarters	
Address:	
City, State, Zip:	
Manufacturer Ownership Information	
Name / Title:	
Phone / Email:	
Indicate if manufacturer or any of its subsidiaries filed or met criteria for bankruptcy within last five years.	
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.	
Number Years in Business:	

PARTNER INFORMATION	
Partner Name:	
Location of Partner	
Address:	
City, State, Zip:	
Corporate Headquarters	
Address:	
City, State, Zip:	
Partner Ownership Information	
Name / Title:	
Phone / Email:	
Indicate if manufacturer or any of its subsidiaries filed or met criteria for bankruptcy within last five years.	
<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain.	
Number Years in Business:	

EXHIBIT G – PAST PROJECTS WITH CORRESPONDING REFERENCES

Respondent Name: _____

Respondents shall use this exhibit (or reasonable facsimile) to provide a minimum of three (3) references for past projects with corresponding references for projects completed within the past five (5) years that illustrate experience in successfully completing work of a similar nature and scope as the work described in this solicitation. This form may be modified as needed to comply with the requirement to document company information. **Failure to return this exhibit (or reasonable facsimile) may result in proposal being considered non-responsive.**

REFERENCE 1:

Company Name:			
Company Address:			
Contact Name/Title:			
Phone/Email Address:			
Service Period:		Cost:	
Brief Project Description:			

REFERENCE 2:

Company Name:			
Company Address:			
Contact Name/Title:			
Phone/Email Address:			
Service Period:		Cost:	
Brief Project Description:			

REFERENCE 3:

Company Name:			
Company Address:			
Contact Name/Title:			
Phone/Email Address:			
Service Period:		Cost:	
Brief Project Description:			

REFERENCE 4:

Company Name:			
Company Address:			
Contact Name/Title:			
Phone/Email Address:			
Service Period:		Cost:	
Brief Project Description:			

EXHIBIT H – TECHNICAL PROPOSAL

Respondent shall submit a Technical Proposal – tabbed Exhibit F, including numbered responses corresponding to each of the following items. **Failure to provide this information may result in proposal disqualification.**

1. **Project Approach/Methodology** – Include a complete description of the firm’s proposed approach and methodology for the project. This section should convey the firms understanding of the proposed project.
2. **Detailed Specifications** – Submit detailed specifications of the proposed vessel for manufacture as described in the Scope of Work and Specifications, [Section I, Subsection 6](#) of this RFP at a minimum. Blueprints and drawings of vessel and all installed components, including wiring, plumbing, and other schematics must be provided.
3. **Timeline** – Submit timeline with projected schedule for design and fabrication. Timeline must identify benchmarks of percentage completion of design and manufacturing of the research vessel. Respondent shall state inspection times at each phase of the project as identified herein of 30, 60, 90, and 100% completion. (Reference [Section I, Subsection 12 – Project Progress and Section 13 – Delivery, Inspection, and Acceptance](#)) Timeline shall also include pre-delivery punch list, delivery, and post-delivery punch list resolution as follows:

PROJECT PHASE / EVENT	TIMELINE
1. Submit 100% construction design with for TPWD approval prior to fabrication	_____ days from contract award
2. Hull laid up in boat mold with stringers installed. (30% Project completion milestone)	_____ days from TPWD approval
3. Engine and hardware; fuel and hydraulic tanks; plumbing and decking phase completion. (60% project completion milestone)	_____ days from completion of Phase 2
4. Completion of Cabin and interior; superstructure built; vessel painted and rigged out. (90% project completion milestone)	_____ days from completion of Phase 3
5. Completed Vessel, Sea Trials, and Delivery (100% project completion)	_____ days from completion of Phase 4

4. **Warranty** – Submit warranty details for fabricated product and methodology in handling warranties of products purchased and installed.

EXHIBIT I – RESPONSE SUBMISSION CHECKLIST

The following checklist is provided for the convenience of Vendors in their response preparation process. It is not intended to represent an exhaustive list of the mandatory requirements for this RFP. Vendors must ensure that all mandatory requirements for this RFP are met, even if they are not included in this checklist. The mandatory documentation must be submitted with the original and each copy of the response.

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 one of the evaluation process, TPWD will review all responses to ensure compliance with the mandatory response contents as specified in [Section II, Subsection 3.2](#) of the RFP and reject any response that does not comply.

All responses must be received by TPWD on or before TBD at 2:00 p.m. (CT) on the date specified in Section II, Subsection 1 of the solicitation. No late responses will be considered.

Item	Check
Mandatory Response Content	
Exhibit A – Execution of Proposal (Per Section II, Subsection 3)	
Exhibit B – HUB Subcontracting Plan (Per Section II, Subsection 3)	
Exhibit C – Price Schedule, and Attachment – Exhibit C (Per Section II, Subsection 3)	
Additional Response Contents	
Exhibit D – Company Profile (per Section II, Subsection 3)	
Exhibit E – Manufacturer and Partner Information (per Section II, Subsection 3)	
Exhibit F – Past Projects with Corresponding References (per Section II, Subsection 3)	
Exhibit G – Technical Proposal (per Section II, Subsection 3)	
Addenda - Acknowledge receipt of all addenda issued to this solicitation by returning a signed copy of each addendum (per Section II, Subsection 3)	

ATTACHMENT 1 – PAYMENT BOND

TPWD PAYMENT BOND FOLLOWS THIS COVER PAGE

TEXAS PARKS AND WILDLIFE

PAYMENT BOND

STATE OF TEXAS

COUNTY OF _____

Project Number _____
Contract Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as
PRINCIPAL,

and _____, as
SURETY(IES),

Surety Address: _____		
Surety Phone: _____	Surety Fax: _____	

are hereby held and firmly bound unto the State of Texas in the penal sum of: _____ Dollars
(\$_____)

for the payment, whereof, the said **PRINCIPAL** and **SURETY(IES)** bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the **PRINCIPAL** entered into a certain contract dated _____, 20__, hereto attached, and made a part hereof, with the State of Texas, acting by and through the Texas Parks and Wildlife Department, to commence and complete certain public works described as:

Design and Manufacture of Inboard Deisel Powered Research Vessel

NOW THEREFORE, the conditions of this obligation are such that, if the **PRINCIPAL** shall promptly make payment to all claimants as defined in TITLE 10, *TEXAS GOVERNMENT CODE*, CHAPTER 2253, as amended, supplying labor and materials in the prosecution of the work provided for in said contract and any and all duly authorized changes to said contract that may hereafter be made, notice of such changes to the **SURETY(IES)** being hereby waived, then, this obligation shall be null and void, otherwise it shall remain in full force and effect.

This bond is made and entered into solely for the protection of all claimants supplying labor and materials in the prosecution of the work provided for in said contract, and all such claimants shall have a direct right to action under the bond as provided in TITLE 10, *TEXAS GOVERNMENT CODE*, CHAPTER 2253, as amended.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this ____ day of _____, 20__, the name and corporation seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

BY _____

SURETY

BY _____

ATTACHMENT 2 – PERFORMANCE BOND

TPWD PERFORMANCE BOND FOLLOWS THIS COVER PAGE

TEXAS PARKS AND WILDLIFE

PERFORMANCE BOND

STATE OF TEXAS

Project Number _____

COUNTY OF _____

Contract Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as **PRINCIPAL**,
and _____, as **SURETY(IES)**,

Surety Address: _____		
Surety Phone: _____	Surety Fax: _____	

are hereby held and firmly bound unto the State of Texas in the penal sum of:

_____ Dollars
(\$_____)

for the payment, whereof, the said **PRINCIPAL** and **SURETY(IES)** bind themselves, their heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

The conditions of this obligation are such that whereas the **PRINCIPAL** entered into a certain contract dated _____, 20____, hereto attached, and made a part hereof, with the State of Texas, acting by and through the Texas Parks and Wildlife Department, to commence and complete certain public works described as:
_____.

NOW THEREFORE, the conditions of this obligation are such that, if the **PRINCIPAL** shall faithfully perform the contract in accordance with the plans, specifications, and contract documents, and as provided in TITLE 10, TEXAS GOVERNMENT CODE, CHAPTER 2253 shall fully indemnify and save harmless the State of Texas from all cost and damage which the State of Texas may suffer by reason of the **PRINCIPAL'S** default or failure to do so and shall fully reimburse and repay the State of Texas all outlay and expense which the State of Texas may incur in making good any such default, then obligation shall be null and void, otherwise it shall remain in full force and effect.

Provided further, that if any legal action be filed upon this bond, venue shall lie in Travis County, Texas and that the said surety(ies) for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or the Specifications accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alternation or addition, to the items of the Contract or to the work or to the Specifications.

In the event **PRINCIPAL** is in default under the contract as defined herein, **SURETY(IES)** will within fifteen (15) days of determination of such default take over and assume completion of said contract and become entitled to the payment of the balance of the contract price.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their several seals this _____ day of _____, 20____, the name and corporation seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

PRINCIPAL

SURETY

BY _____

BY _____