

**TEXAS PARKS AND WILDLIFE**

**INVITATION FOR BID - SERVICES**

SEND INVOICE TO:
Texas Parks and Wildlife Department
ATTN: Accounts Payable
4200 Smith School Road
Austin, Texas 78744

RETURN BIDS TO
<a href="mailto:Purchasing.BidBox@tpwd.texas.gov">Purchasing.BidBox@tpwd.texas.gov</a>
<b>Due to the uncertainty surrounding Coronavirus (COVID-19), E-MAIL submittals are preferred and highly encouraged for this solicitation.</b>

**BIDDER MUST SIGN BELOW**

**BID OPENING**                      **October 7, 2020**  
**2:00 PM**                                      \_\_\_\_\_

**REQUISITION NO.**    **802-20-44115**  
 \_\_\_\_\_

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**BID F.O.B. AGENCY RECEIVING ROOM UNLESS OTHERWISE SPECIFIED BELOW**

DESTINATION IF DIFFERENT THAN ABOVE
Texas Parks and Wildlife Department
4200 Smith School Road
Austin, Texas 78744

SHOW BID OPENING DATE AND REQUISITION NUMBER IIN SUBJECT LINE OF E-MAIL.

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS OF THIS BID.

**FAILURE TO MANUALLY SIGN WILL DISQUALIFY BID**

\_\_\_\_\_ AUTHORIZED SIGNATURE                      \_\_\_\_\_ DATE

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

<b>Bidder Must Fill in</b>
TEXAS ID NUMBER _____
Name of Firm _____
Street Address _____
City-State-Zip _____
Telephone No. _____
Email address _____

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas bidder as defined in Title 34 TAC Rule 20.32(68).

**FAILURE TO MANUALLY SIGN THE BID ABOVE WILL DISQUALIFY BID.**

**AWARD NOTICE:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.

Item	Description	Class/Item 936-73	Quantity	Unit of Measure	Unit Price	Extension
Texas Parks and Wildlife Department (TPWD) is soliciting bids for Fire and Security System services to perform installation of fourteen (14) cameras, with maintenance, basic repair and replacement of fire and security components on an as-needed-basis located at: TPWD Austin Headquarters, Buildings A - D, Fitness Center, Airport Commerce Park (ACP) and Records Management in accordance with the bid specifications dated August 2020.						
1.	Labor rates with service call rates – REGULAR HOURS to perform repair and maintenance on all parts of the security system with one installation of fourteen (14) cameras provided to the Contractor		800	Hours	\$ _____	\$ _____
2.	Miscellaneous Service Charges (describe service charge in detail on a separate sheet)		<b><u>Attach Price Sheet with itemized service charges.</u></b>			
3.	Material cost provide percent discount from list of prices for parts.  _____ %		2500	Each	1 Unit	\$ _____
4.	Labor rates with service call rates – AFTER HOURS to perform repair on all parts of the security system		400	Hours	\$ _____	\$ _____

Offered by a Historically Underutilized Business certified by CPA.

**PREFERENCES**

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

**Check below to claim a preference under Title 34 TAC Rule 20.38**

- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Agricultural products grown in Texas
- Agricultural products offered by a Texas bidder
- Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
- Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
- Texas Vegetation Native to the Region
- USA produced supplies, materials or equipment
- Products of persons with mental or physical disabilities
- Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
- Energy Efficient Products
- Rubberized asphalt paving material
- Recycled motor oil and lubricants
- Products produced at facilities located on formerly contaminated property
- Products and services from economically depressed or blighted areas
- Vendors that meet or exceed air quality standards
- Recycled or Reused Computer Equipment of Other Manufacturers
- Foods of Higher Nutritional Value

**FOR FURTHER INFORMATION CONTACT PURCHASER:**

**Karen Williams, CTCD, CTCM; Phone: 512-389-4720**

**Email: [karen.williams@tpwd.texas.gov](mailto:karen.williams@tpwd.texas.gov)**

**Solicitation 802-20-44115**  
**Specifications for Fire and Security System Services for Installation, Maintenance and Basic Repair**

1. **INTRODUCTION:** Texas Parks and Wildlife Department (TPWD) is soliciting bids for Fire and Security System services to perform installation of fourteen (14) cameras with maintenance, repair and replacement of fire and security components on an as-needed-basis located at: TPWD Austin Headquarters, Buildings A - D, Fitness Center, Airport Commerce Park (ACP) and Records Management in accordance with the following specifications.
  - 1.1. Quantities listed are estimated and projected order quantities. TPWD does not commit to order any specific quantity of service or to expend any specific dollar amount on any contract that may result from this IFB. TPWD reserves the right to increase or decrease quantities as needed for the same rates. TPWD shall only pay for actual usage.
  - 1.2. A blanket purchase order will be issued to the successful bidder with a not to exceed amount based on the approved rates and discounts provided by the awarded bidder.
2. **SOLICITATION METHOD AND INTENT:** The Invitation for Bid (IFB) solicitation method allows qualified Respondents to submit bids addressing price and ability to meet the requirements of this bid. It is TPWD's intent to enter into a single agreement with the awarded bidder to maintain the EXISTING performance of the TPWD Complex Fire and Security System.
3. **SOLICITATION SCOPE:** Contractor shall provide maintenance and any warranty service, trouble-shooting, repair and replacement of hardware and software systems within the bid amount on fire and safety equipment such as: card readers and fire panel parts, alarm points, indoor and outdoor surveillance cameras, photo ID card machine, camera controllers, digital video recorders (DVRs), PA system, fire systems, smoke detectors, strobe lights, pull stations, dome cameras and switch as outlined in the awarded contract.
4. **TERM OF CONTRACT:** Contract shall commence upon date of award, and continue through **August 31, 2021**, unless sooner terminated under the terms of this contract.
  - 4.1. **Contract Renewals:** This contract may be renewed for up to two (2) additional one (1) year periods, provided both parties agree in writing to do so, based on funds availability and vendor performance. Any extension shall be at the same terms and conditions, plus any approved changes. If the contract is extended under this option, the contractor shall be given written notification of the period in which the services shall occur after being determined by TPWD.
  - 4.2. **Contract Extensions:** In the event that the contract, if any, resulting from the award of this IFB shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, TPWD may, with the written consent of the awarded supplier, extend the contract for a period of time as may be necessary to permit TPWD continued supply of the identified products and/or services (not to exceed twelve month extension period). Any extensions shall be at the same terms and conditions, plus any approved changes.
  - 4.3. The 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.
  - 4.4. **Renewal Escalation:** A price escalation may be allowed upon renewal provided the vendor notifies TPWD contracting section, in writing, prior to renewal. The price escalation shall correlate with the Consumer Price Index for Urban Wage Earners (CPI-W) published by the United States Bureau of Labor Statistics at [www.bls.gov](http://www.bls.gov). Baseline index shall be the index published the month of award. Prices may be adjusted for each renewal period in accordance with changes in index. Failure to comply with these instructions may be grounds for disallowance of a price escalation as allowed herein.
5. **MANDATORY PRE-BID SITE INSPECTION:** Bidders are **required** to attend a **mandatory pre-bid site visit**. Bidders are required to visit the location on one of the date(s)/times listed below, to inspect the work site(s), become familiar with the condition of the equipment and determine materials and work needed to successfully complete the service. Failure to attend one (1) of the designated pre-bid site inspections will result in disqualification.

Attendees are required to sign-in to document attendance. Failure to give proper consideration in the response submission to site conditions will not constitute grounds for additional compensation.

5.1. **Mandatory Pre-Bid Site Inspection Location, Date(s) and Time:**

Bidders are required to show up at either of the below listed times/dates. Bidders are required to show up at TPWD Headquarters front desk located at 4200 Smith School Road, Austin, TX 78744 at:

- 8:30 AM on Wednesday, September 23, 2020, **or**
- 8:30 AM on Thursday, September 24, 2020

**Location of Mandatory Pre-Bid Site Inspections:**

1) TPWD Headquarters Buildings A-D & Fitness Center, 4200 Smith School Road, Austin, TX 78744

5.2. Pre-Bid site visits shall be completed in the presence of the below authorized TPWD representative:

Name: Phillip Torres Headquarters (HQ) Building Manager

Office: (512) 389-8050

Email: phillip.torres@tpwd.texas.gov

5.3 Support Resources visitors shall abide by the current social distancing measures that are in place as follows:

- 5.3.1 All individuals All individuals age 10 and older **must** wear face covering (over the nose and mouth) provided by the individual.
- 5.3.2 Maintain social distancing of six feet or more
- 5.3.3 No groups larger than ten (10) individuals
- 5.3.4 Avoid commonly touched surfaces
- 5.3.5 Wash hands or use sanitizer
- 5.3.6 No heels should be worn during site visit

6. **LOCATION OF SYSTEMS:** The fire and security system and all parts in the TPWD Complex are located at the following locations:

- 6.1. TPWD Headquarters Building A-C, 4200 Smith School Road, Austin, TX 78744
- 6.2. TPWD Headquarters Building D, 4200 Smith School Road, Austin, TX 78744
- 6.3. TPWD Fitness Center, 4200 Smith School Road, Austin, TX 78744
- 6.4. TPWD Airport Commerce Park (ACP), 1340 Airport Commerce Drive, Building #6, Austin, TX 78741 (for security system card readers only)
- 6.5. TPWD Records Management, 4044 Promontory Point Drive, Austin, Texas 78744 (for security system card readers only)

7. **CONTRACTOR MINIMUM QUALIFICATIONS:**

- 7.1. Shall be engaged in the business of fire and security system services for a minimum of ten (10) years of experience with AMAG software or similar, experience with Silent Knight Fire alarm panels or similar and have experience in maintaining and repairing the EXISTING fire and security equipment and shall have the necessary registrations, certifications, licenses, to perform the duties as described herein and shall submit such as indicated in **Exhibit A**. The Contractor's Technician shall have a minimum of five (5) years of experience with AMAG software or similar, experience with Silent Knight Fire alarm panels or similar and have experience maintaining and repairing the EXISTING fire and security equipment and shall have the necessary registrations, certifications, licenses, to perform the duties as described herein and shall submit such as indicated in **Exhibit B**.

Recent start-up businesses do not meet the requirements of this solicitation. Note: A start-up business

is defined as a new company that has no previous operations history or expertise in the relevant business and is not affiliated with a company that has that history of expertise.

- 7.2. Contractor shall be qualified to maintain Monitor Dynamics Integrators (MDI) Legacy Hardware/Software, Universal Device Control (UDC) Hardware with Basic Software and shall be an MDI System Administrator and AMAG equipment certified technician and have valid certificates for each. Any personnel of the Contractor performing the service shall also be qualified and trained to perform work on those type of systems.
- 7.3. Contractor shall have and maintain at the minimum, a current and valid/active Class B Security Contractor Company License for alarm, electronic access, and locksmith with the Texas Department of Public Safety, and an Alarm Planning Superintendent (APS) license with the Texas State Fire Marshall's Office which includes, but is not limited to, any and all other licenses or registrations required by any federal, state, city or county law to perform the work included herein during the contract period and shall further notify the HQ Building Manager upon notice of any lapse or invalid license or registration during the contract period.

- 7.4. Contractor shall have available the necessary qualified personnel, skills, qualifications, organization and equipment to fulfill all requirements under this solicitation and any resulting contract with TPWD.
- 7.5. Contractor shall only allow qualified personnel directly employed and supervised by the Contractor to perform the services under this contract. **Subcontractors are NOT allowed.**
- 7.6. Contractor shall be in good financial standing, not in any form of bankruptcy, current in payment of all taxes and fees, such as state franchise fees. The Contractor shall report to TPWD when they are no longer in good standing. TPWD reserves the right to request a copy of the Contractor's audited or un-audited financial statements and reserves the right to cancel or keep the contract based upon the Contractor's financial standing.
- 7.7. Authorization and Consent for Disclosure of Criminal History Information: To enhance the safety and security of TPWD employees and visitors, TPWD is required to check the criminal history for anyone providing services to TPWD. Contractor will have each personnel member (including subcontractors, if any) who will be involved in this contract complete **Exhibit D: Authorization and Consent for Disclosure of Criminal History Information**.
- 7.8. Contractor shall complete the following forms and submit with bid response: **Exhibit A – Company Profile, Exhibit B – Technician Profile, Exhibit C – Past Projects with Corresponding References and Exhibit D – Authorization and Consent for Disclosure of Criminal History Information**.

## 8. SCOPE OF SERVICE:

- 8.1. The Contractor shall inspect and provide all labor, materials, equipment, tools, supervision, test equipment, transportation, and any other need or item necessary or incidental to keep the fire and security equipment operating at all times unless excluded as per 8.7. All services shall be performed in accordance with good industry practice or better.
- 8.2. The Contractor shall install within six (6) weeks of the awarded contract fourteen (14) cameras and repair, replace or correct software problems, corrupted files or program anomalies and any amendments thereof as needed per the awarded contract.
- 8.3. The Contractor shall be responsible for all troubleshooting and factory notices (i.e. factory recalls, upgrades, and updated parts).
- 8.4. The Contractor shall perform:
  - 8.4.1. A fire alarm testing during the month of contract award and shall perform a fire alarm test each month thereafter as required by national and/or local fire codes during the term of the contract.
  - 8.4.2. Any fire alarm or security testing upon request(s) by a HQ Building Manager at a time and date agreed upon.
  - 8.4.3. Schedule periodic, routine, preventative and corrective maintenance (as reported to and approved by TPWD).
  - 8.4.4. Unscheduled maintenance and repairs as necessary.
  - 8.4.5. Installation of fourteen (14) new cameras (see Section 11.12) provided to the Contractor, to operate in areas as designated by TPWD in the TPWD Austin Complex.
- 8.5. The Contractor shall render services to TPWD for ordinary maintenance as required by manufacturers and by law, when needed.
- 8.6. The Contractor shall provide repair services twenty-four (24) hours a day, seven (7) days a week, when needed.
- 8.7. The Contractor shall not be liable for:

Failures arising out of causes beyond the control of the Contractor. However, for the purpose of defining required performance and in consideration of default, failure of a system due to component malfunction, original manufacturing defect, occasional nuisance call or any other operating condition, IS NOT CONSIDERED A CAUSE BEYOND THE CONTROL of the Contractor, and the Contractor is responsible.

- 8.8. The Contractor shall provide in bid response, the names of all staff and who are to be on site providing services on behalf of the Contractor and shall further agree to provide proof of any active license(s) and/or certifications of such personnel. For all new employees that are employed after contract award, that will be providing services on site at TPWD, Contractor will provide TPWD their active license(s) and/or certifications before their services are performed.
- 8.9. The Contractor shall advise TPWD, in writing, of work outside the scope of this agreement on any service that needs to be completed. Any suggested changes or improvements that are outside the scope of this Contract shall be submitted in writing for TPWD's information and consideration. Contractor shall submit a written quote for findings and recommendations for additional work of service that needs to be completed within five (5) working days of a site visit. **RECOMMENDATIONS FOR ANY WORK OUTSIDE OF THE SCOPE OF THE AWARDED CONTRACT MUST BE APPROVED IN WRITING BY TPWD PRIOR TO ANY SERVICE BEING PERFORMED BY THE CONTRACTOR** and Contractor shall not start any such service until approved in writing by a TPWD representative.
- 8.10. The Contractor shall keep all TPWD equipment secure at all times to the best of the Contractor's ability and further agrees to change passwords at a HQ Building Manager's discretion at any time.

## **9. SITE VISITS, GENERAL:**

- 9.1. Contractor shall obtain a TPWD visitor badge, a "Contractor's Badge", to obtain electronic access prior to performing any site visit.
- 9.2. Contractor shall report to a HQ Building Manager **IMMEDIATELY UPON EACH ARRIVAL AND DEPARTURE OF ACCESSING THE FIRE AND ALARM SYSTEM AND WHEN ARRIVING AND LEAVING A SITE LOCATION.**
- 9.3. Upon completion of work or end of site visit and if the work exceeds one (1) day Contractor shall:
  - 9.3.1. Return all badges obtained
  - 9.3.2. Ensure work area is properly cleaned
- 9.4. Contractor shall perform all planned preventative maintenance work under these specifications during regular working hours, Monday through Friday, 8:00 AM to 5:00 PM excluding state holidays <http://www.hr.sao.texas.gov/Documents/Holidays/Holidays2021.pdf> (See Attachment #1) unless prior authorization is provided by a HQ Building Manager. Services not performed during that time is considered after hours.

## **10. REPORTS:**

- 10.1. Contractor shall provide a written report summarizing recommendations of work completed and additional work that should be completed and/or status of current work to HQ Building Manager or TPWD designee prior to leaving the work site.
- 10.2. A repair record shall be completed by Contractor for each repair or service call. Record shall show nature of call, repairs made, material used, and labor used. Each repair record must be signed by the principal of the contracting firm and be provided to a HQ Building Manager or designee within (10) business days after the service was performed.

## **11. DESCRIPTION OF CURRENT SYSTEM:** The current fire and security system is described as an AMAG System with MDI Legacy parts. Any part or component added to the Fire and Security system that is agreed upon by the Contractor and TPWD after the award, that part or component becomes a part of the current system and a part of this contract. The system includes, but is not limited to, the following components:

- 11.1. Fifty-Six (56) Card Readers (AMAG/card reader front end system Model Symmetry Pro 9.01 with Windows 10 Pro software operating system)
- 11.2. Seventy-Five (75) Alarm Points
- 11.3. Sixty-Eight (68) Security Cameras (indoor model Wbox Part #OE-VDIR700V and outdoor PTZ Kalatel Cyberdomes)
- 11.4. One (1) Photo ID Card Machine (model HID Fargo DTC 1000)

- 11.5. Two (2) Camera Controllers (model PTZ with standard KTD – 304 Controller and model Rack Mounted KTD – 304RA controller)
- 11.6. Four (4) DVR's (W Box Model OE-HD16C2TGB and OE-HD16C2TD)
- 11.7. One (1) PA System (comprised of a string of amps, speakers, heads and a microphone with various part numbers)
- 11.8. Two (2) Fire Systems (Silent Night Model 5820XL)
- 11.9. One Hundred and Seventy-Five (175) Smoke Detectors (Silent Night Model SD505-APS)
- 11.10. Sixty-two (62) Strobe Lights
- 11.11. Twenty (20) Pull Stations
- 11.12. Fourteen (14) Speed Dome Cameras (HIKVISION Model DS-2DE4220W-AE)
- 11.13. One (1) Trendnet 16-port Switch (Model TPE-TG160g)

## 12. SPECIFICATIONS:

IEC: Meets or Exceeds Requirements for:	IEC 1000-402 ESD (Electro Static Discharge) IEC 1000-4-3 Radiated EMC Field (2X Requirements) IEC 1000-4-4 Electrical Fast Transient Burst Requirements (Transmission on I/O Cable)
Flammability	Meets UL 94V-0
Recording Method	Two Frequency Coherent Phase (f2F)
Speed	Card speed through the unit may vary from: 2 to 125 in/s at 75 dpi 2 to 60 in/s at 210 dpi
Power requirements	Single Track: 2.7 to 5.5 VDC at 1mA, typical Dual Track: 2.7 to 5.5 VDC at 2mA, typical 3 Tracks: 2.7 to 5.5 VDC at 3mA, typical
Output Signal Levels	Vol = 0.4V at 2mA Voh = Vcc-0.5V at -2mA
Operating Temperature	-30°C to 70°C
Operating Humidity	10% to 90% Relative Humidity
Life	300,000 Passes Single Track 1,000,000 Passes Multi-Track
MTBF Electronics	125,000h
Dimensions	Double Gang
Colors	Black, Standard, Pearl White

## 13. REPLACEMENT PARTS:

- 13.1. Replacement parts must be manufactured by the original equipment manufacturer (OEM) or new equivalent parts of superior quality or TPWD approved equivalents. No re-manufactured or "gray market" items will be accepted. All parts that are being replaced are considered TPWD property.
- 13.2. All replacement parts shall be compatible in form, fit, and function with the current system. No substitutions shall be allowed without prior written consent from TPWD.
- 13.3. Manuals containing illustrated parts list, operating and service instructions for the unit shall be provided if one exists on a replacement part. Manual shall outline any warranty and all necessary service and operating instructions for the material delivered and provide necessary warning and safety precautions.

## 14. CONTRACTOR PERFORMANCE:

- 14.1. Contractor shall, upon notice from TPWD, acknowledge in writing, within one week of receipt of notice, any TPWD noted instance of less than satisfactory contractor performance of contractor's attempts to resolve the noted issue. Failure to comply with this Section may constitute grounds for



termination of contract for cause. Contractor shall provide TPWD the right to discharge and remove any employee of the Contractor from accessing the fire and security system or building at any time who may be found to be incompetent or in any way detrimental to the best interest of the work or TPWD. Should a Contractor staff be found to be negligent or less than qualified or not capable to perform work as determined by TPWD, staff member the Contractor or the Contractor's employee may be told to cease work and depart the TPWD premises. Under such circumstances, TPWD shall notify the Contractor representative listed as signatory to this agreement within one (1) week from occurrence. TPWD reserves the right to discharge or allow all new employees to perform services under contract.

- 14.2. Contractor shall allow TPWD to monitor and report the performance of the Contractor on each job to ensure all services are performed in accordance to the contract and in an acceptable quality level and in a manner consistent with acceptable industry standards, custom, and practice. Contractor shall agree to allow TPWD to report the Contractor's performance in accordance with Texas Government Code §2155.089 and Texas Administrative Code Title 34 §20.115. Should a Contractor not perform at an acceptable quality level, TPWD reserves the right to terminate the awarded contract.
- 14.3. Contractor shall agree that in the performance of this contract, the Contractor will act along with TPWD in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 14.4. Failure to provide services 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, or cancellation of the contract, or both.

#### **15. CONTRACTOR RESPONSIBILITIES:**

- 15.1. Contractor shall, after initial inspection, advise HQ Building Manager in writing of any equipment covered by this contract which is inoperative or in need of repair.
- 15.2. Contractor shall ensure that sufficiently trained personnel, materials and parts are available so that repair and replacement downtime will not exceed forty-eight (48) continuous hours unless otherwise agreed upon by a HQ Building Manager.
- 15.3. PRIOR TO AND BEFORE ANY SERVICES ARE PERFORMED ON ANY COMPONENT RELATED TO THE FIRE AND SECURITY SYSTEM the Contractor shall contact a HQ Building Manager and further shall not perform any service without proof contact was first obtained from a HQ Building Manager or a designee appointed by a HQ Building Manager.
- 15.4. Contractor shall have a four (4) hour response time to be on site to repair inoperable equipment following notice from TPWD unless otherwise agreed upon by a HQ Building Manager. Contractor shall confirm notice of service calls from HQ Building Manager or Designee within one (1) hour after receipt of call or sooner. Confirmation can be obtained either in person, via e-mail, text, or telephone call by the HQ Building Manager.
- 15.5. Contractor shall provide a review of the Fire and Security system and make recommendations for adjustments upon notice by a HQ Building Manager at no additional charge.
- 15.6. Contractor SHALL ADVISE HQ BUILDING MANAGER AS SOON AS EACH SERVICE CALL IS COMPLETED and enable TPWD to inspect the replaced parts and services performed.
- 15.7. Contractor shall use trained personnel that meets or exceeds the manufacturers qualification and or certification. Contractor staff shall be directly employed and supervised by Contractor. Contractor and all contractor staff shall be qualified to keep the equipment properly maintained. Contractor and contractor staff shall meet the qualifications as described in Section 7.
- 15.8. Contractor shall be responsible for labor and for making a good faith effort to locate, repair, and replace any component and/or part at his own expense as per the awarded contract. The Contractor shall not charge TPWD for any repairs needing diagnostic assistance.

- 15.9. Contractor shall provide all required safety equipment and shall ensure all personnel observe all safety policies, rules and requirements, including, but not limited to, wearing hard hats, gloves, safety shoes, goggles and other safety items.
- 15.10. Contractor shall be responsible for restoring any TPWD facilities or structures on TPWD's property if damaged as a result of Contractor's operation. Contractor shall also be responsible for any damage to private property and injury to any person as a result of the Contractor's operation. Contractor shall notify TPWD immediately of damage to property, and injury to any person.
- 15.11. Contractor shall park vehicles and trailers only in designated parking areas in designated parking lots unless prior authorization is obtained from HQ Building Manager.
- 15.12. Contractor shall be responsible for proper disposal of all materials offsite in a lawful manner and Contractor shall be responsible for all costs associated with the disposal.
- 15.13. Contractor must provide immediately or when requested by TPWD, a written explanation, signed by a principal of the Contractor, to a HQ Building Manager in the following circumstances:
  - 15.13.1. Failure to arrive on-site or respond within the timeframes specified herein
  - 15.13.2. Failure to complete repairs with four (4) hours after arrival on-site unless otherwise granted by the HQ Building Manager.
- 15.14. Contractor shall designate a Contract Manager, a permanent Contractor employee that is the primary party responsible for the day-to-day operation of the service, in accordance with the requirements of the contract. Contractor's Manager shall serve as the primary point of contact for TPWD.
- 15.15. Contractor shall ensure that services are provided in accordance with all federal, state and local applicable laws, standards, regulations, and ordinances necessary to perform the services, including, but not limited to:
  - 15.15.1. Texas Water Code
  - 15.15.2. Health and Safety Code
  - 15.15.3. Code of Federal Regulations (CFR 40) – Protection of Environment, Chapter I: Subchapters D, I, and N
  - 15.15.4. Code of Federal Regulations (CFR 49) – Transportation, Subtitle B, Other Regulations relating to Transportation
  - 15.15.5. 42 U.S.C. 7401 – Clean Air Act
  - 15.15.6. 33 U.S.C. 1251 – Summary of Clean Water Act
  - 15.15.7. 42 U.S.C. 6901 – Solid Waste Disposal Act
- 15.16. Contractor shall ensure that all Fire and Security System applicable permits, licenses and other authorizations required for compliance shall be obtained and kept current during the term of the contract according to any federal, state, local laws, regulations and ordinances.
- 15.17. Respondents and awarded Contractor shall agree that any information obtained at the TPWD Complex related to TPWD's security will be provided only to authorized persons who are on a need to know basis to assist in the bid and/or the obligations for the Contractor to perform the duties under contract. The Respondents and Contractor shall further agree to keep and maintain any and all security access information obtained during the pre-site visit and an awarded contract if one is awarded as confidential using such degree of care as is appropriate to avoid unauthorized access, use or disclosure by others outside of the purpose for which the information is obtained and further agrees to be responsible for and remain liable for the actions and omissions of such unauthorized access.
- 15.18. Contractor shall agree that any security breach, meaning any act or omission that compromises either the security, confidentiality or integrity of information or the physical, technical, administrative or organizational safeguards put in place by or for TPWD, the Contractor shall notify a HQ Building Manager immediately upon notification of such breach.

**16. TPWD RESPONSIBILITIES:**

- 16.1. TPWD will designate a Contract Manager for the service described herein.
- 16.2. TPWD will furnish no material, labor, equipment, services or facilities unless otherwise provided for in this contract.
- 16.3. TPWD will immediately notify the Contractor of any unusual operating conditions associated with the equipment protected by this contract. TPWD shall provide access to all equipment included herein that are to be serviced.
- 16.4. TPWD will make service calls during regular business hours or after hours to the Contractor if equipment needs to be serviced before a planned preventive maintenance service occurs.
- 16.5. TPWD will start and stop equipment in the event of power failure and shut down as necessary between the Contractor's scheduled visits. However, if TPWD is unable to start or stop equipment, the Contractor shall be called to perform the operation, and such calls are included as a part of this contract.
- 16.6. TPWD reserves the right to be sole judge of technician qualifications/experience. TPWD reserves the right to have Contractor replace assigned technicians.
- 16.7. TPWD will conduct a criminal background checks (CBC) on all staff assigned to perform the services. TPWD reserves the right to refuse personnel with a criminal background that in TPWD's sole discretion may put state property or personnel at risk.
- 16.8. TPWD will monitor vendor performance reporting requirements in accordance with Texas Government Code § 2155.089; Texas Administrative Code Title 34 § 20.115.
- 16.9. TPWD will notify the Contractor in writing of any instances of less than satisfactory of Contractor performing the duties under contract within one week of any such instance.

**17. SAFETY:** ALL EQUIPMENT USED ON GOVERNMENT PROPERTY SHALL BE IN ACCORDANCE WITH OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (O.S.H.A.) REGULATIONS. ALL SAFETY EQUIPMENT SHALL BE USED AT ALL TIMES WHEN OPERATING EQUIPMENT ON GOVERNMENT PROPERTY.

**18. ADDITIONAL SERVICES:** Where found to be in the best interest of TPWD, this contract may be amended after it is awarded in writing to provide for additional services, provided that such additional services are within the original scope and intent of the contract. A formal written request shall be sent to successful Contractor to quote on the proposed additional products/services. Contractor shall submit quote(s) to TPWD as instructed. TPWD may accept or reject any or all quotes and may issue a separate solicitation for the products/services after rejecting some or all of the quotes. Upon acceptance of quote, TPWD Purchasing and Contracting may execute an amendment for additional services. No additional services shall be performed without a fully executed amendment to the contract. **RECOMMENDATIONS FOR ANY WORK OUTSIDE OF THE SCOPE OF THE AWARDED CONTRACT MUST BE APPROVED IN WRITING BY TPWD PRIOR TO ANY SERVICE BEING PERFORMED BY THE CONTRACTOR and Contractor shall not start any such service until a properly executed and fully approved purchase order is received and acknowledged prior to the start of any such service.**

**19. INSURANCE:** Contractor shall procure and maintain during the entire period of their performance under this contract the following minimum insurance.

Type of Insurance	Each Occurrence/Aggregate
<b>Workers Compensation</b>	Statutory
<b>Employer's Liability</b>	
Bodily Injury by Accident	\$1,000,000 Ea. Accident
Bodily Injury by Disease	\$1,000,000 Ea. Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit

Type of Insurance	Each Occurrence/Aggregate
<b>Commercial General Liability</b> General Aggregate Applies Per Project	\$1,000,000 Bodily Injury & Property Damage - Each Occurrence \$2,000,000 Aggregate Limit \$5,000 Medical Expense Each Person \$1,000,000 Personal Injury & Advertising Liability \$2,000,000 Products / Completed Operations Aggregate Limit
<b>Automobile Liability</b> All Owned, Hired and Non-Owned Vehicles	\$500,000 Combined Single Limit

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

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

Prior to the commencement of the job and not later than ten (10) days following award, the Contractor shall furnish to TPWD, for approval, a certificate of insurance as proof that the required insurance is in full force and effect.

The certificate of insurance shall be sent to: Karen Williams [karen.williams@tpwd.texas.gov](mailto:karen.williams@tpwd.texas.gov), Purchasing & Contracting, Texas Parks & Wildlife, 4200 Smith School Road, Austin, Texas 78744; or may be faxed to 512-389-4890.

## 20. INQUIRIES:

20.1. **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:

Karen Williams, Purchaser  
Texas Parks & Wildlife Department  
4200 Smith School Road, Austin, Texas 78744      [karen.williams@tpwd.texas.gov](mailto:karen.williams@tpwd.texas.gov)

20.2. **Clarifications:** TPWD will allow written requests for clarification of this Solicitation. Questions may be e-mailed to the point-of-contact listed above. 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.

20.3. **Prohibited Communications:** Upon issuance of this solicitation, TPWD, its representative(s), or partners shall 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 20.2* above. Attempts to ask questions by phone or in person shall 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.

## 21. DELIVERY AND ACCEPTANCE:

21.1. **Project Completion Delays:** If delay is foreseen, Contractor shall give written notice to TPWD. Default in completing the terms of the agreement without accepted reasons or failure to meet specifications, authorizes TPWD to purchase services of this contract elsewhere and charge any increased costs for the services, including the cost of re-soliciting, to the Contractor.

21.2. **Acceptance:** All services performed shall be subject to acceptance inspection upon completion. Acceptance inspection shall not take more than five (5) working days, weather permitting. Vendor shall be notified within this time frame of any units not delivered in full compliance with the purchase order specifications.

**22. BID RESPONSE INSTRUCTIONS:****22.1. Bid Submission:**

- 22.1.1. SUBMISSION DEADLINE: All bids shall be received, and time stamped at TPWD prior to 2:00 PM Central Time on the "Bid Opening" date specified on the IFB Cover Page (page 1). Late bids shall not be considered under any circumstance and shall be returned.
- 22.1.2. GENERAL FORMAT: Respondent shall submit bid response, signed dated and completed.
- 22.1.3. BID DELIVERY: Bids may be returned via email to [Purchasing.bidbox@tpwd.texas.gov](mailto:Purchasing.bidbox@tpwd.texas.gov). Due to uncertainty surrounding Coronavirus (COVID-19), **E-MAIL is the preferred method to submit bids for this solicitation.** However, if a Respondent feels they are unable to meet this requirement, please contact Karen Williams at [karen.williams@tpwd.texas.gov](mailto:karen.williams@tpwd.texas.gov) or 512-389-4720 to make alternate arrangements.
- 22.1.4. E-mailed bids should include the following information in the e-mail "Subject" line: IFB number, submittal deadline/opening date and time. It is the Bidder's responsibility to e-mail the bids to TPWD by the specified date and time.
- 22.1.5. Respondents are responsible for all costs of bid preparation.

**22.2. Bid Content:** Below is a summary of required and requested information. Bids submitted without this information shall 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. **All Exhibits listed below must be completed and submitted with response.**

- 22.2.1. BID FORM: Respondent must submit the IFB form, signed, dated and completed. **Failure to submit this information shall result in disqualification of bid.**
- 22.2.2. EXHIBIT A: Company Profile – Contractor to include required licenses, certificates, registrations, etc.
- 22.2.3. EXHIBIT B: Technician Profile to include required licenses, certificates, registrations, etc.
- 22.2.4. EXHIBIT C: Past Projects with Corresponding References
- 22.2.5. EXHIBIT D: Authorization and Consent for Disclosure of Criminal History Information (submit within three business days of TPWD request)
- 22.2.6. ADDENDA: Respondent shall acknowledge receipt of any addendums generated as part of this solicitation. Respondent should include the signed and dated addendum(s) with their response submission. Any addenda issued to this solicitation shall be posted on the TPWD website at: [http://www.tpwd.state.tx.us/business/bidops/current\\_bid\\_opportunities/services/](http://www.tpwd.state.tx.us/business/bidops/current_bid_opportunities/services/). It is the responsibility of interested parties to periodically check the TPWD website for updates to the solicitation prior to submitting a bid.

**23. HUB SUBCONTRACTING PLAN:** TPWD has determined no subcontracting opportunities exist for this project. As such, the HUB Subcontracting Plan is not required for this contract.**24. EVALUATION AND AWARD:**

- 24.1. An award shall be made on an all or none basis. Only responses submitted by the bid opening, with required submittal documents and meeting qualifications shall be considered. Failure to submit the required information may be cause for rejection of the bid response. TPWD reserves the right to waive informalities and minor irregularities in bids received.
- 24.2. TPWD reserves the right to consider respondent qualifications, equipment, facility, references; conduct studies and other investigations as necessary to evaluate any response; request additional relevant information; disqualify bid based on unsatisfactory reference checks, reports and records of service. Contractor shall provide references with bid submission that can be verifiable by phone or email within ten (10) working days after bid submission. TPWD reserves the right to move to the next bidder, if not able to verify within ten (10) working days.
- 24.3. **Award:** TPWD shall award a Contract to the respondent whose quote is considered to be the Best Value to TPWD, price and other factors considered. The following factors may be used to evaluate

bids:

- 24.3.1. Lowest Price
- 24.3.2. Ability, Recommendations, Qualifications and Experience - Meeting or Exceeding the Requirement
- 24.3.3. Delivery / Service Schedule
- 24.3.4. Past Performance

**25. INVOICING AND PAYMENT:** The following procedures apply to invoicing and payment in addition to those listed in the *General Terms and Conditions, Item 9*.

**25.1 Invoices**

- 25.1.1. **Contractor to Submit Invoice(s) to:** Texas Parks & Wildlife Department, Accounts Payable, 4200 Smith School Road, Austin, Texas 78744.
- 25.1.2. **Invoicing Frequency:** Contractor shall invoice monthly, at the end of the service period. Invoices shall itemize period serviced and monthly charges.
- 25.1.3. **Invoices Must Show:**
  - 25.1.3.1. Name of Contractor exactly as shown on the contract, Texas Payee Identification Number (PIN), and correct "Remit to" address
  - 25.1.3.2. Name of receiving entity
  - 25.1.3.3. Contract/purchase order number
  - 25.1.3.4. Description, quantity, unit of measure, unit price, extended price of each item
  - 25.1.3.5. Total price
  - 25.1.3.6. Discount, if applicable, extended and deducted to arrive at a NET TOTAL for invoice
  - 25.1.3.7. Attach supporting documentation, if required

**25.2 Payment**

- 25.2.1 Contractor will be paid for the services performed as invoiced. If another payment mechanism is agreed to by the parties, then contractor will be paid in accordance with the agreement approved by the parties.
- 25.2.2 Payment normally shall be made to the Contractor within 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 30-days or the Contractor may charge a late payment fee established by law.
- 25.2.3 Payments for services purchased with state appropriated funds shall be made through state warrants issued by the Comptroller of Public Accounts. Payments by qualified ordering entities shall be made through the entities local payment system.
- 25.2.4 Electronic payment may be available through some ordering entities. Contact Accounts Payable at 512-389-4833 for additional information.

**26. BIDDER AFFIRMATION:** Bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant connection with the submitted bid.

Pursuant to Texas Government Code, Title 10, Subtitle D, Section 2155.004(a), the bidder has not received compensation for participation.

## GENERAL TERMS AND CONDITIONS

MAY 2020

(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. **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.
  - 1.2. **ESBD:** The Electronic State Business Daily, which is available online at <http://www.txsmartbuy.com/sp>.
  - 1.3. **Gov't Code:** The Texas Government Code.
  - 1.4. **Owner:** Texas Parks and Wildlife Department, an agency of the State of Texas.
  - 1.5. **Party/Parties:** Either the TPWD and Respondent separately or collectively.
  - 1.6. **Respondent:** Any person or vendor who submits a Bid/Proposal/Offer in response to this solicitation.
  - 1.7. **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.
  - 1.8. **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.
  - 1.9. **TAC:** The Texas Administrative Code, which is the publication for administrative rules.
  - 1.10. **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.)
  - 1.11. **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](http://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. **CONTRACTOR RESPONSIBILITIES:**

- 17.1. Contractor agrees to comply with all terms and conditions contained in this solicitation and resulting Contract.
- 17.2. Contractor guarantees services offered will meet or exceed the written specifications identified in this solicitation.
- 17.3. Permits: Contractor shall be responsible, at the Contractor's expense, for obtaining any and all permits or licenses required by city, county, state, or federal rules, regulations, law, or codes that pertain to the Contract.
- 17.4. Electrical Items: All electrical items provided by the Contractor to TPWD under the Contract must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.
- 17.5. Executive Head: Pursuant to Gov't Code §669.003, the TPWD may not enter into a contract with a person who employs a current or former Executive Head of a state agency until four years have passed since that person was the executive head of the state agency. By submitting a 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: \_\_\_\_\_

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

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

- 17.6. Contractor agrees to take precautions necessary to protect person or property against injury or damage and be responsible for such injury or damage.
- 17.7. Contractor agrees to comply with Federal law or State Worker's 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 subcontractor.
- 17.8. Contractor shall provide all labor, equipment and materials (unless otherwise stated herein) necessary to furnish the goods or perform the service. All employees of the Contractor shall be a minimum of 17 years of age and experienced in the type of work to be performed. Only the Contractor and its employees will be allowed on state property during working hours.
18. **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.
19. **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.
20. **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.

21. **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.
22. **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.
23. **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.
24. **PUBLIC DISCLOSURE / NEWS RELEASES:** No public disclosures or news releases pertaining to this solicitation shall be made without prior written approval of TPWD.
25. **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.
26. **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 RFO. Vendors who do not already have accessibility documentation should complete the form located here: <http://www.itic.org/policy/accessibility/>. Contractors that claim their products are exempt from accessibility requirements must present that position to TPWD as a question during the question and answer period of the solicitation.
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 2155.006 and 2261.053 of the Gov't Code, prohibit state agencies from accepting a response or awarding a contract that includes proposed financial participation by a person who, in the past five years has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Gov't Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Gov't Code, Respondent certifies that the individual or business entity named in this response or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
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:** 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. BUSINESS OWNERSHIP:**
- 66.1 Pursuant to Texas Family Code, title 5, Subtitle D, Section 231.006(d), regarding child support, the Respondent certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to Section 231.006 must include names and Social security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award.
  - 66.2 RESPONDENT MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT. BIDDERS THAT HAVE PRE-REGISTERED THIS INFORMATION ON THE CPA/SPD CENTRALIZED MASTER BIDDERS LIST HAVE SATISFIED THIS REQUIREMENT. IF NOT PRE-REGISTERED, COMPLETE THE FOLLOWING:

DO NOT ENTER “CORPORATION”, “PUBLIC CORPORATION”, “PUBLICLY TRADED COMPANY” OR OTHER NON-RESPONSIVE ANSWERS. IF NO ONE PERSON CONTROLS 25% OR MORE OF THE ORGANIZATION, ENTER “NONE”.

NAME \_\_\_\_\_ SSN \_\_\_\_\_ % \_\_\_\_\_

NAME \_\_\_\_\_ SSN \_\_\_\_\_ % \_\_\_\_\_

FEDERAL PRIVACY ACT NOTICE: This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security Number (SSN) is required under Section 231.006(c) and Section 231.302 (c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

- 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:
    - All persons employed to perform duties within Texas, during the term of the Contract; and
    - All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America
  - 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. **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.
78. **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.
79. **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.
80. **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.
81. **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- COMPANY PROFILE

**Respondent shall use this exhibit (or a reasonable facsimile) to clearly demonstrate how they meet the requirements set forth in this IFB.** 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 proposal being considered non-responsive.***

<b>Company Name:</b>			
<b>Number Years in Business:</b>		<b>Number of Employees:</b>	
<b>Principal place of business (Corporate Headquarters):</b>			
<b>Address:</b>			
<b>City, State, Zip:</b>			
<b>Facility responsible for servicing the contract:</b>			
<b>Address:</b>			
<b>City, State, Zip:</b>			
<b>Contact Person regarding company's proposal submission to the solicitation:</b>			
<b>Name / Title:</b>			
<b>Phone Number:</b>		<b>Fax Number:</b>	
<b>Email Address:</b>			
<b>Personnel who will be responsible for the management and day-to-day operations of the services solicited in this RFP.</b>			
<b>Name/Title:</b>			
<b>Indicate if your company or any of its subsidiaries filed or met criteria for bankruptcy within last five years.</b>			
<input type="checkbox"/> <b>No</b>	<b>If yes, explain.</b>		
<b>Indicate if your company or any of its subsidiaries has been involved in litigation within last five years. If yes, explain.</b>			
<input type="checkbox"/> <b>No</b>	<b>If yes, explain.</b>		
<b>Description of firm's background, history, and qualifications: Include: Registrations, Certifications, License &amp; Expiration Dates: (You may attach additional page for this section.)</b>			

## EXHIBIT B – TECHNICIAN PROFILE

**Respondents shall use this exhibit (or reasonable facsimile, or resume) to provide information that clearly demonstrates the qualifications and experience of technician(s) that will be providing the services described herein. Submit documentation for each technician. *Failure to return this exhibit (or reasonable facsimile, or resume) may result in disqualification of bid.***

Attach copies of licenses and certificates that qualify and authorize each technician to perform this type of work.

Technician Name:	
Years of experience Related to Fire Systems:	
Years of experience Related to Security Systems:	
Registrations	
Certifications	
License & Expiration Dates:	
Brief Description of past Fire and Security Systems experience:	



**EXHIBIT C – PAST PROJECTS WITH CORRESPONDING REFERENCES**

**Bidder Name:** \_\_\_\_\_

Bidders shall use this exhibit (or reasonable facsimile) to provide a minimum of three (3) references for jobs completed within the last five (5) years that illustrate experience in successfully completing work of a similar nature and scope as the work described in this solicitation. Include all requested information. *TPWD encourages references in addition to TPWD staff or past work performed for TPWD as a “reference” in this Exhibit.* **Failure to return this exhibit (or a reasonable facsimile) may result in the bid being considered non-responsive.**

REFERENCE 1:

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

REFERENCE 2:

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

REFERENCE 3:

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

REFERENCE 4:

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

**PLACE HOLDER FOR EXHIBIT D  
AUTHORIZATION & CONSENT FOR DISCLOSURE OF CRIMINAL HISTORY INFORMATON**

## ATTACHMENT 1 – STATE HOLIDAY SCHEDULE FOR FISCAL YEAR 2021

<b>State Holiday Schedule for Fiscal Year 2021</b>			
Holiday	Agency Status	Date	Day of Week
Labor Day	All agencies closed.	9-07-20	Monday
Rosh Hashanah		9-19-20	Saturday
Rosh Hashanah		9-20-20	Sunday
<i>Yom Kippur</i>	<i>Optional Holiday</i>	9-28-20	Monday
Veterans Day	All agencies closed.	11-11-20	Wednesday
Thanksgiving Day	All agencies closed.	11-26-20	Thursday
Day after Thanksgiving	All agencies closed.	11-27-20	Friday
Christmas Eve Day	All agencies closed.	12-24-20	Thursday
Christmas Day	All agencies closed.	12-25-20	Friday
Day after Christmas		12-26-20	Saturday
New Year's Day	All agencies closed.	1-01-21	Friday
Martin Luther King, Jr. Day	All agencies closed.	1-18-21	Monday
Confederate Heroes Day	Skeleton crew required.	1-19-21	Tuesday
Presidents' Day	All agencies closed.	2-15-21	Monday
Texas Independence Day	Skeleton crew required.	3-02-21	Tuesday
<i>Cesar Chavez Day</i>	<i>Optional Holiday</i>	3-31-21	Wednesday
<i>Good Friday</i>	<i>Optional Holiday</i>	4-02-21	Friday
San Jacinto Day	Skeleton crew required.	4-21-21	Wednesday
Memorial Day	All agencies closed.	5-31-21	Monday
Emancipation Day		6-19-21	Saturday
Independence Day		7-04-21	Sunday
LBJ Day	Skeleton crew required.	8-27-21	Friday

Other holiday schedules can be found on the State Auditor's Office website at <http://www.hr.sao.texas.gov/Holidays/>