

**TEXAS PARKS AND WILDLIFE**

**INVITATION FOR BID – SERVICES**

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

<b>RETURN BIDS TO</b>
<a href="mailto:Margaret.Scarborough@tpwd.texas.gov">Margaret.Scarborough@tpwd.texas.gov</a> , or return to: TPWD – Coastal Fisheries Attn: Margaret Scarborough 4200 Smith School Road Austin, Texas 78744

**BIDDER MUST SIGN BELOW**

**BID OPENING 2:00 PM    8/29/2023**

**REQUISITION NO.                    802-24-36467**

Page      1      Of      45  

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

<b>DESTINATION IF DIFFERENT THAN ABOVE</b>
TPWD-Coastal Fisheries Brownsville Field Station 95 Fish Hatchery, Brownsville, TX 78520

SHOW BID OPENING  
DATE AND REQUISITION  
NUMBER ON SEALED BID  
ENVELOPE AND SHOW  
RETURN ADDRESS OF FIRM  
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 910-39	Quantity	Unit of Measure	Unit Price	Extension
Texas Parks and Wildlife Department (TPWD) is soliciting bids for janitorial services at the TPWD Coastal Fisheries Lower Laguna Brownsville Field Station, approximately 3,381 square feet total, located at 95 Fish Hatchery, Brownsville, TX 78520. The Lower Laguna Brownsville Field Station is comprised of three buildings, the Main Building, Omar Torres (OT) Wet Lab, and the Ecosystem Resource Assessment Team office that will require commercial janitorial services for the buildings in accordance with the scope of work included in this solicitation dated August 2023. See Attachments A for Maps of service area.						
1.	Monthly Janitorial Services for main office building.		12	MO	\$	\$
2.	Semi-annual Janitorial Services for main office building.		2	MO	\$	\$
3.	Monthly Janitorial Services for Ecosystem Resources Assessment Team office.		12	MO	\$	\$
4.	Semi-annual Janitorial Services for Ecosystem Resources Assessment Team office.		2	MO	\$	\$
5.	Monthly Janitorial Services for the OT Wet Lab.		12	MO	\$	\$
6.	Semi-annual Janitorial Services for the OT Wet Lab.		2	MO	\$	\$

Offered by a Historically Underutilized Business certified by CPA.

**PREFERENCES:** See Appendix 21 of the *State of Texas Procurement and Contract Management Guide* 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:**

**Margaret Scarborough, CTCM, CTCD - PHONE 512-389-4725**

**Email: [margaret.scarborough@tpwd.texas.gov](mailto:margaret.scarborough@tpwd.texas.gov)**

**Solicitation 802-24-36467**  
**Specifications for Janitorial Services for Brownsville Office**

1. **INTRODUCTION:** Texas Parks and Wildlife Department (TPWD) is soliciting bids for janitorial services at the TPWD Coastal Fisheries Lower Laguna Brownsville Field Station, approximately 3,381 square feet total, located at 95 Fish Hatchery, Brownsville, TX 78520. The Lower Laguna Brownsville Field Station is comprised of three buildings, the main office building, wet lab, and the Ecosystem Resource Assessment Team office that will require commercial janitorial services for the buildings in accordance with the following scope of work.
2. **TERM OF CONTRACT:** Contract shall commence on September 1, 2023, or upon date of award, whichever is later, and continue through August 31, 2024, unless sooner terminated under the terms of this contract.
  - 2.1. Contract Renewals: This contract may be renewed for up to four (4) 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.
  - 2.2. Contract Extensions: In the event that the contract(s), 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(s), 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.
3. **MANDATORY PRE-BID SITE INSPECTION:** Bidders are required to attend a mandatory pre-bid site visit to inspect the work site to become familiar with the condition and equipment needed to conduct the requested services.
  - 3.1. The mandatory pre-bid site visit will be held by appointment between August 15, 2023, and August 22, 2023, at the Lower Laguna Madre Field Station. TPWD Site Visit contact is Jason Ferguson and may be contacted at 956/350-4490 or [Jason.Ferguson@tpwd.texas.gov](mailto:Jason.Ferguson@tpwd.texas.gov) . No site visits will be conducted before or after these dates.
  - 3.2. Note: Attendees should be prepared to tour the site on foot with proper clothing and footwear.
4. **Definition of Services:**
  - 4.1. Damp Mop – To clean with a mop that has been slightly moistened or soaked in water and wrung out; Linoleum-covered floor shall be free of all dirt, dust, grit, marks, and debris. Damp-mop the floor, being careful to prevent standing water on the floor.
  - 4.2. Dust Mop – To clean with a mop with absorbent material; Linoleum-covered or non-carpeted floors shall be free of dry, loose contamination such as dust, earth, sand, and debris from the surface of the floor.

- 4.3. Dusting – To remove dust from the surface by wiping with rag or dusting tools; Surfaces shall be free of all dirt, dust, dust streaks, lint and cobwebs. Dusting shall be completed prior to vacuuming, sweeping and dust mopping.
- 4.4. Glass Cleaning – To clean and polish glass/mirror surfaces with a rag or cleaning cloth and glass cleaner; Glass/mirror surfaces shall be free of streaks, film, deposits, debris and stains and shall have a uniformly bright appearance.
- 4.5. Sanitize – To clean and disinfect surfaces with a rag or cleaning cloth and anti-bacterial cleaning solution; Water fountains, sinks, break room, bathroom and wet lab counters shall be cleaned with an anti-bacterial cleaning product suitable for use on these surfaces.
- 4.6. Vacuuming – To clean with a vacuum cleaner; All accessible carpet shall be free of all dirt, dust, grit, lint, and debris. Vacuum shall have adequate suction to lift dirt, grit, and debris from the base of the carpet nap. Vacuum must not discharge dust or other materials into the air. It is preferred that a HEPA (High-Efficiency Particulate Air) filter be used in vacuum cleaners.
- 4.7. Stain Removal – To remove a mark or spot left by one substance on a specific surface using the appropriate solvent or detergent and cleaning tools; All spots or stains shall be removed immediately with an appropriate carpet cleaning solution in such a manner as to not leave rings or discoloration.

## **5. MAIN BUILDING SCOPE OF WORK**

### **5.1 WEEKLY SERVICES (Invoiced Monthly):**

- 5.1.1. Entry Foyers (3), Reception Area and Hallways – shall be cleaned once per week.
- 5.1.2. All glass doors and windows shall be cleaned (inside and outside) with an appropriate glass cleaner leaving no streaks. Door handles inside and out shall be cleaned and sanitized.
- 5.1.3. Outside landings entries, vestibules, steps, and overheads shall be swept to remove dirt and spider webs.
- 5.1.4. Reception counter, tables, filing cabinets, windowsills, base boards, fire extinguishers, door frames and any other flat surface shall be dusted.
- 5.1.5. Clean light switch covers and smudges on wall surfaces up to a height of 5 feet.
- 5.1.6. Clean and sanitize water faucets.
- 5.1.7. Empty/remove all trash liners and replace them with clean liners; remove trash to designated area.
- 5.1.8. All linoleum floors shall be swept, and damp mopped.
- 5.1.9. The carpeted area shall be vacuumed. Floor mats by all entry and exit doors and vestibules must be vacuumed and straightened; dirt from beneath floor mats shall be removed.
- 5.1.10 Conference Room:
  - 5.1.10.1 Conference room shall be cleaned once per week.
  - 5.1.10.2 The carpeted area shall be vacuumed.
  - 5.1.10.3 Doors handles shall be cleaned and sanitized.
  - 5.1.10.4 The top of the conference table and filing cabinet shall be cleaned with an appropriate cleaner.
  - 5.1.10.5 Conference chairs shall be wiped down with clean, damp cloth.

- 5.1.10.6 Small desks with audio-visual shelf surfaces and picture frames shall be dusted.
- 5.1.10.7 Clean light switch covers and smudges on wall surfaces up to a height of 5 feet.
- 5.1.11 Mail/Copy Areas – shall be cleaned once per week.
  - 5.1.11.1 Empty/remove all trash liners and replace them with clean liners; remove trash to designated area.
  - 5.1.11.2 Tables, filing cabinets, counter, printers, copiers, electrical equipment, and any other flat surface shall be dusted.
  - 5.1.11.3 The carpeted area shall be vacuumed.
  - 5.1.11.4 Clean light switch covers and smudges on wall surfaces up to a height of 5 feet.
- 5.1.12 All Offices:
  - 5.1.12.1 Counter tops, tables, filing cabinets, windowsills, base boards, and any other flat surface shall be dusted, computers, monitors and printers shall be dusted.
  - 5.1.12.2 Empty/remove all trash liners and replace them with clean liners; remove trash to designated area.
  - 5.1.12.3 Doors handles shall be cleaned and sanitized.
  - 5.1.12.4 Carpeted floors shall be vacuumed.
  - 5.1.12.5 Clean light switch covers and smudges on wall surfaces up to a height of 5 feet.
- 5.1.13 Restroom:
  - 5.1.13.1 Restrooms shall be cleaned once per week.
  - 5.1.13.2 Bathroom counters, fixtures, and sinks must be cleaned and sanitized. Fixtures and metal surfaces shall be clean and bright with a uniform luster. There shall be no dust, spots, stains, smears, rust, old encrustation, fingermarks, or excess moisture on any surface.
  - 5.1.13.3 Walls, including wall switch covers, around sinks, and toilet bowls shall be cleaned up to a height of 5 feet.
  - 5.1.13.4 Clean commodes inside and out utilizing solution containing a commercial grade disinfectant.
  - 5.1.13.5 Mirrors shall be cleaned with an appropriate glass cleaner leaving no streaks.
  - 5.1.13.6 Toilet paper and soap shall be refilled as needed.
  - 5.1.13.7 The top surfaces must be wiped clean and sanitized.
  - 5.1.13.8 Empty/remove all trash liners (including sanitary napkin liners) and replace them with clean liners, remove trash to designated area.
  - 5.1.13.9 Lavatory floors shall be swept and mopped, including behind doors, utilizing a germicidal solution.
  - 5.1.13.10 Doors must be cleaned, including any glass and hardware. Door handles must be sanitized.
- 5.1.14 Kitchen:
  - 5.1.14.1 Kitchen shall be cleaned once per week.
  - 5.1.14.2 Linoleum shall be swept, and damp mopped.
  - 5.1.14.3 Counter and any other flat surface, including external surfaces of appliances, shall be wiped down and sanitized.

- 5.1.14.4 The sinks shall be cleaned and sanitized. Fixtures and metal surfaces shall be clean and bright with a uniform luster. There shall be no dust, spots, stains, smears, rust, old encrustation, fingermarks, or excess moisture on any surface. Dishes in sink shall be cleaned and placed in drying rack.
- 5.1.14.5 Door handles shall be cleaned and sanitized.
- 5.1.14.6 Empty/remove all trash liners and replace with clean liners, remove trash to designated area.
- 5.1.14.7 Clean light switch covers and smudges on wall surfaces.
- 5.1.14.8 Refill paper products and soap dispenser as needed.

## 5.2 MONTHLY SERVICES:

- 5.2.1 Shall be scheduled outside of normal business hours as mutually agreed upon by both parties. The following cleaning services shall be performed in all public areas of the main building once per month:
  - 5.2.2 Dust high areas throughout the building to remove cobwebs.
  - 5.2.3 Dust door frames, bulletin boards, pictures, and clocks.
  - 5.2.4 Return air vents, window frames, windowsills, window blinds and baseboards shall be dusted.

## 5.3 SEMI-ANNUAL SERVICES:

- 5.3.1 Shall be scheduled outside of normal business hours as mutually agreed upon by both parties. The following cleaning services shall be performed semi-annually (every 6 months) in all public areas of the **main building**:
  - 5.3.2 All linoleum floors shall be stripped, waxed, and buffed (2 times per year)
  - 5.3.3 All windows and window screens cleaned inside and out (2 times per year)

## 6. ECOSYSTEM RESOURCE ASSESSMENT TEAM OFFICE

### 6.1. WEEKLY SERVICES (Invoiced Monthly):

- 6.1.1 Office:
  - 6.1.1.1 Door handles shall be cleaned and sanitized.
  - 6.1.1.1 Empty/remove all trash liners and replace with clean liners, remove trash to designated area.
  - 6.1.1.2 Filing cabinets, bookshelves, windowsills, picture frames, fire extinguishers, computers, monitors, printers, and any other flat surface shall be dusted.
  - 6.1.1.3 Desktop shall be wiped down with clean, damp cloth.
  - 6.1.1.4 Floor shall be swept, and damp mopped.
  - 6.1.1.5 Clean light switch covers and smudges on wall surfaces.
  - 6.1.1.6 Wet Laboratory Library area – shall be cleaned once per week.
  - 6.1.1.7 Door handles shall be cleaned and sanitized.
  - 6.1.1.8 Empty/remove all trash liners and replace with clean liners, remove trash to designated area.
  - 6.1.1.9 Bookshelves, tops of books, file cabinets and any other flat surfaces shall be dusted.
  - 6.1.1.10 The floor shall be swept and damp-mopped from corner to corner.
  - 6.1.1.11 Wet Laboratory – shall be cleaned once per week.
  - 6.1.1.12 Door handles shall be cleaned and sanitized.

- 6.1.1.13 Empty/remove all trash liners and replace with clean liners, remove trash to designated area.
- 6.1.1.14 The sinks shall be cleaned and sanitized. Fixtures and metal surfaces shall be clean and bright with a uniform luster. There shall be no dust, spots, stains, smears, rust, old encrustation, fingermarks, or excess moisture on any surface.
- 6.1.1.15 Counters shall be wiped down with clean, damp cloth and sanitized.
- 6.1.1.16 The floor shall be swept and damp-mopped from corner to corner.
- 6.1.1.17 Clean light switch covers and smudges on wall surfaces up to a height of 5 feet.

#### 6.1.2 Restroom:

- 6.1.2.1 Bathroom shall be cleaned once per week.
- 6.1.2.2 Bathroom counters, fixtures, and sinks must be cleaned and sanitized. Fixtures and metal surfaces shall be clean and bright with a uniform luster. There shall be no dust, spots, stains, smears, rust, old encrustation, fingermarks, or excess moisture on any surface.
- 6.1.2.3 Walls, including wall switch covers, around sinks, urinals and toilet bowls shall be cleaned.
- 6.1.2.4 Clean commodes inside and out utilizing solution containing a commercial grade disinfectant.
- 6.1.2.5 Mirrors shall be cleaned with an appropriate glass cleaner leaving no streaks.
- 6.1.2.6 Toilet paper and soap shall be refilled as needed.
- 6.1.2.7 Empty/remove all trash liners (including sanitary napkin liners) and replace them with clean liners, remove trash to designated area.
- 6.1.2.8 Lavatory floors shall be swept and mopped, including behind doors, utilizing a germicidal solution.
- 6.1.2.9 Doors must be cleaned; door handles must be sanitized.

### 6.2 MONTHLY SERVICES:

- 6.2.1 Shall be scheduled outside of normal business hours as mutually agreed upon by both parties. The following cleaning services shall be performed in all public areas of **the Ecosystem Resource Management Team office**:
- 6.2.2 High dusting to remove cobwebs.
- 6.2.3 Return air vents, window frames, windowsills, window blinds and baseboards shall be dusted.

### 6.3 SEMI ANNUAL SERVICES:

- 6.3.1 Shall be scheduled outside of normal business hours as mutually agreed upon by both parties. The following cleaning services shall be performed semi-annually (every 6 months):
- 6.3.2 All linoleum floors shall be waxed and buffed.
- 6.3.3 All windows and window screens must be cleaned inside and out.

## 7. Omar Torres (OT) LAB BUILDING (Wet Lab)

### 7.1 WEEKLY SERVICES (Invoiced Monthly):

- 7.1.1 Door handles shall be cleaned and sanitized.

- 7.1.2 Empty/remove all trash liners and replace with clean liners, remove trash to designated area.
- 7.1.3 The sinks shall be cleaned and sanitized. Fixtures and metal surfaces shall be clean and bright with a uniform luster. There shall be no dust, spots, stains, smears, rust, old encrustation, fingermarks, or excess moisture on any surface.
- 7.1.4 Center counters shall be wiped down with clean, damp cloth and sanitized.
- 7.1.5 The floor shall be swept and damp-mopped from corner to corner.
- 7.1.6 Clean light switch covers and smudges on wall surfaces up to a height of 5 feet.
- 7.1.2 Restroom:
  - 7.1.2.1 Shall be cleaned once per week.
  - 7.1.2.2 Bathroom counters, fixtures, and sinks must be cleaned and sanitized. Fixtures and metal surfaces shall be clean and bright with a uniform luster. There shall be no dust, spots, stains, smears, rust, old encrustation, fingermarks, or excess moisture on any surface.
  - 7.1.2.3 Bathroom showers and fixtures shall be cleaned and sanitized. Fixtures and metal surfaces shall be clean and bright with a uniform luster. There shall be no dust, spots, stains, smears, rust, old encrustation, fingermarks, mold, or excess moisture on any surface.
  - 7.1.2.4 Walls, including wall switch covers, around sinks, urinals and toilet bowls shall be cleaned.
  - 7.1.2.5 Clean commode inside and out utilizing solution containing a commercial grade disinfectant.
  - 7.1.2.6 Mirrors shall be cleaned with an appropriate glass cleaner leaving no streaks.
  - 7.1.2.7 Toilet paper and soap shall be refilled as needed.
  - 7.1.2.8 Empty/remove all trash liners (including sanitary napkin liners) and replace them with clean liners, remove trash to designated area.
  - 7.1.2.9 Lavatory floors shall be swept and mopped, including behind doors, utilizing a germicidal solution.
  - 7.1.2.10 Doors must be cleaned; door handles must be sanitized.

## **7.2 MONTHLY SERVICES:**

- 7.2.1 Shall be scheduled outside of normal business hours as mutually agreed upon by both parties. The following cleaning services shall be performed in all public areas of the Ecosystem Resource Management Team office:
- 7.2.2 High dusting to remove cobwebs.
- 7.2.3 Return air vents, window frames, windowsills, window blinds and baseboards shall be dusted.

## **7.3 SEMI ANNUAL SERVICES:**

- 7.3.1 Shall be scheduled outside of normal business hours as mutually agreed upon by both parties. The following cleaning services shall be performed semi-annually (every 6 months):
- 7.3.2 All linoleum floors shall be waxed and buffed (2 times per year).
- 7.3.3 All windows and window screens must be cleaned inside and out (2 times per year).

## **8. Work Schedule:**



- 8.1 Contractor shall provide janitorial services one (1) day each week on a day mutually agreed upon between the hours of 8:30 AM to 12:30 PM not including state holidays (see Exhibit C) and monthly or semi-annually for specific services identified within.
- 8.2 A Contractor's ability to meet this project schedule may be a factor in determining the award.

## **9. EQUIPMENT:**

### **9.1. TPWD FURNISHED MATERIALS:**

- 9.1.1. Two outside dumpsters are available to dispose of trash removed from designated areas.

### **9.2. CLEANING OF EQUIPMENT:**

- 9.2.1. Contractor shall be required to wash and clean equipment in accordance with TPWD's on-site manager or designer.
- 9.2.2. Contractors may be permitted to leave equipment on-site per TPWD staff's direction.
- 9.2.3. Limited space is available for contractor to store basic equipment and supplies on-site. One small closet (approximately 6'x6') is provided in the main building.

- 9.3. All other areas of the facilities are closed and off limits to the contractor and their employees.

## **10. MINIMUM QUALIFICATIONS:**

- 10.1. A contract shall be awarded ONLY to a contractor who is experienced in providing the services contained herein. Qualifications will also apply to any subcontractor hired by the contractor to provide these services. Awarded contractor and their subcontractors shall meet the following minimum qualifications:
  - 10.1.1. Shall be in the business of providing commercial janitorial services, with minimum two (2) years of experience providing and performing services similar in size and scope to that described herein; Recent start-up businesses to do not meet the requirement of this solicitation.
  - 10.1.2. Shall have the necessary qualified personnel, skills, and equipment to fulfill all requirements under this solicitation and any resulting contract; Qualified Personnel shall be available to perform services upon Notice of Award.
  - 10.1.3. The contractor shall employ supervisors and personnel who are experienced in performing commercial janitorial services. The Contractor shall ensure that all personnel assigned to this work site have at least one (1) years' experience in commercial janitorial services, either with the Contractor or another commercial janitorial company.
  - 10.1.4. Contractor shall submit the names, address, daytime telephone number and driver's license numbers of the personnel who will be responsible for providing commercial janitorial services at this facility to TPWD upon notification of intent to award and before a contract is approved.
- 10.2. Complete Exhibit A – Company Profile, and Exhibit B - Past Projects with Corresponding References, and return with bid.
- 10.3. Bidders shall submit a minimum of three (3) references for their performance of similar services performed within the past two years. References must be verifiable by phone or email within ten (10) working days of bid evaluation.

- 10.4. Note: A start up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history of expertise.

## **11. CRIMINAL BACKGROUND CHECKS:**

- 11.1. TPWD will conduct a criminal background check (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.
  - 11.1.1. Contractor will be required to replace personnel within seven (7) calendar days of TPWD's notice.
- 11.2. Contractor represents and warrants that Contractor and Contractor's employees performing services outlined in this solicitation and subsequent contract, have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TPWD as to the facts and circumstances surrounding the conviction.
- 11.3. Contractor's employees and subcontractors that will complete any services described herein will be subject to a criminal background check. A complete criminal background check shall be completed by TPWD before any employee performs services and may be requested at any time thereafter.
- 11.4. TPWD reserves the right to waive any findings that do not impact the successful completion of the project and/or safety of TPWD staff or that of the public. It is TPWD's sole discretion to determine potential impact or risk.

## **12. CONTRACTOR REQUIREMENTS:**

- 12.1. Contractor shall provide experienced janitors to perform weekly commercial janitorial services on a day mutually agreed upon between 8:30 a.m. and 12:30 p.m., unless otherwise specified.
- 12.2. Contractor shall furnish all labor, materials (except TPWD furnished materials as specified herein), equipment, any other need necessary or incidental to provide commercial janitorial services in accordance with the terms and conditions as set forth herein. No material shall be used which can damage building finishes, including walls, wall coverings, fixtures, furnishing, floors, floor covering, toilet fixtures, painted surfaces, plumbing, glass, furniture, or any other item being cleaned.
- 12.3. Contractor is responsible for all commercial janitorial supplies and equipment necessary to properly perform the work specified in this solicitation. These supplies and equipment include but are not limited to, mops, dusting cloths, polishes, vacuum cleaners, brushes, buckets, detergents, scouring powders, disinfectants, wax, wax machines, commercial grade approved disinfectant, and any other equipment or supply necessary to perform services specified herein.
- 12.4. Contractor's supervisor shall conduct monthly inspections of their work crew during business hours (8:00 am – 5:00 pm, Friday) and shall be responsible for providing adequate supervision to assure competent and satisfactory performance of the services required under this contract. Contractor's supervisor shall communicate with the facility

- manager or his/her designee during these visits to address any concerns or discrepancies in service.
- 12.5. Contractor shall ensure that assigned contractor staff sign in and out of the TPWD facility each service day on the maintenance log.
  - 12.6. Contractor shall list janitorial needs in the maintenance log.
  - 12.7. Contractor must maintain employees sufficient to meet the needs specified herein.
  - 12.8. Contractor must ensure all commercial janitorial services are completed during the hours specified by TPWD.
  - 12.9. Contractor must perform all services provided in the contract in accordance with customary and reasonable industry standards.
  - 12.10. Contractor is responsible for all materials and equipment stored at the work site.
  - 12.11. Contractor shall be solely responsible for the safe operation of all equipment used and for the safety of all personnel employed by or under contract to the Contractor.
  - 12.12. Contractor shall be solely responsible for any damage attributable to Contractor's operation. Contractor, at their own expense, shall repair any such damage immediately. The repair work is subject to acceptance by TPWD.
  - 12.13. Contractor shall provide all labor, equipment, supervision and any other necessary and incidental materials to complete the services.
  - 12.14. Contractor is responsible for any and all clean up caused by the services.
  - 12.15. Contractor and contractor employees shall exercise care not to damage TPWD property facilities.
  - 12.16. Contractor shall assume responsibility for all damages incurred by their staff.
  - 12.17. Contractor shall assume responsibility for all keys and equipment provided by TPWD.
  - 12.18. In the event of lost keys, contractor shall bear entire cost of rekeying locks, providing replacement keys and hardware changes as deemed necessary by TPWD.
  - 12.19. Contractor shall reimburse TPWD for replacement and/or repair of damaged property and facilities resulting from contractor's negligence or omissions, within thirty (30) calendar days from receipt of being notified of actual cost of damage.
  - 12.20. Reimbursement cost or replacement includes but is not limited to the payment for repair or replacement of damaged property, facilities, freight, services, and TPWD staff time to process orders for such repairs and replacements.
  - 12.21. Contractor shall be solely responsible for maintaining safety at all work sites. Contractor shall take all reasonable steps to ensure safety for both workers and the public.

### **13. PERFORMANCE MEASURES:**

- 13.1. Contractor will be responsible for the performance of any contractual obligations that may result from an award based on this IFB and shall not be relieved due to non-performance of any or all subcontractor(s). By submitting a proposal, the Respondent commits to providing the goods and services required in the IFB. The successful Respondent(s) will be required to abide by TPWD policies, procedures, standards, and guidelines relevant to the execution of this contract.
- 13.2. TPWD will measure and evaluate the Contractor's and/or subcontractor's performance under the contract. If the Contractor or subcontractor does not meet any standards for deliverables and/or performance incentives (if applicable), TPWD may impose remedies if the Contractor or subcontractor(s) fails to meet their responsibilities as outlined in the IFB and the terms and conditions of the contract. All services and

deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standards, customs, and practices. In the event TPWD deems that the Contractor's performance does not meet an acceptable quality level of service and deliverables, TPWD may seek or negotiate remedies with the Contractor.

- 13.3. TPWD will monitor vendor performance. 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.

#### **14. TPWD RESPONSIBILITIES:**

- 14.1. TPWD will designate a Contract/Project Manager upon contract award.
- 14.2. TPWD will furnish restroom and kitchen consumable products (toilet tissue, paper towels, and liquid hand soap). If any of these products need to be replenished, the contractor may notify the office via the maintenance log and TPWD will have these products available by the next scheduled cleaning date.
- 14.3. TPWD will notify vendor of issues that need to be resolved using the maintenance log.
- 14.4. PWD will monitor vendor performance. 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. INSPECTIONS OF SERVICES:**

- 15.1. All services shall be subject to quality inspections by TPWD during the term of the contract. All inspections shall be made in such a manner as not to unduly delay the work. Should any services not be performed according to specifications listed within the scope of work of this contract, TPWD will have the right to require the Contractor to perform the services again in conformity with the requirements of the contract, at no additional cost.
- 15.2. A maintenance logbook will be maintained by TPWD to facilitate communication between the cleaning crew and TPWD staff and will be located in the janitorial storage room of the main building. Cleaning deficiencies identified by TPWD will be included in the log. The cleaning crew shall use the log to inform TPWD of problems, concerns and when TPWD provided supplies are needed. The log will be reviewed by the cleaning crew and initialed at each weekly visit before services begin.
- 15.3. For cleaning deficiencies identified in the maintenance log, the cleaning crew will correct the deficiency during the next visit unless other arrangements are made with the facility manager or his/her designee.
- 15.4. If more than eight (8) instances of problems requiring resolution occur within any two (2) month period, a vendor performance report may be filed with the Texas Comptroller of Public Account's Office.

#### **16. SAFETY: ALL EQUIPMENT USED ON GOVERNMENT PROPERTY WILL BE IN ACCORDANCE WITH O.S.H.A. REGULATIONS. ALL SAFETY EQUIPMENT WILL BE**

**USED AT ALL TIMES WHEN OPERATING EQUIPMENT ON GOVERNMENT PROPERTY**

- 17. **ADDITIONAL SERVICES:** Where found to be in the best interest of TPWD, this contract may be amended in writing to provide additional services, provided that such additional services are within the original scope and intent of the contract. For example, additional clearing services are needed during the term of contract. In such cases, the contractor shall provide a written quotation for performing the additional work. TPWD contracting section will execute an amendment for additional services, no additional services shall be performed without a fully executed amendment to the contract.
- 18. **QUANTITIES:** Quantities listed are projected order quantities. TPWD reserves the right to increase or decrease quantities prior to the award depending on bid results and budget constraints. Unless this solicitation document states otherwise, the resulting contract award does not guarantee volume or commitment of funds. TPWD will only pay for actual goods received or services performed.
- 19. **INSURANCE:**
  - 19.1. Contractor shall procure and maintain during the entire period of their performance under this contract the following minimum insurance.

Type of Insurance	Each Occurrence/Aggregate
<b>Workers Compensation</b>	Statutory
<b>Employer's Liability</b> Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$500,000 Ea. Accident \$500,000 Ea. Employee \$500,000 Policy Limit
<b>Commercial General Liability</b> General Aggregate Applies Per Project	\$500,000 Bodily Injury & Property Damage - Each Occurrence \$1,000,000 Aggregate Limit \$5,000 Medical Expense Each Person \$500,000 Personal Injury & Advertising Liability \$1,000,000 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 the respondent has no employees, such insurance is not required. If the respondent claims they have no employees, TPWD will require a statement to that fact.

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

- 19.3. 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.
- 19.4. **The certificate of insurance shall be sent to:** Margaret Scarbrough, Coastal Fisheries Budget Analyst, 4200 Smith School Road, Austin, TX 78744

## 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:

Margaret Scarborough, CTCM, CTCD  
Coastal Fisheries, Budget Analyst  
4200 Smith School Road  
Austin, TX 78744

Phone: 512-389-4725

Email:

[margaret.scarbrough@tpwd.texas.gov](mailto:margaret.scarbrough@tpwd.texas.gov)

### 20.2. CLARIFICATIONS:

TPWD will allow written requests for clarification of this Solicitation. Questions may be faxed or e-mailed to the point-of-contact listed 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 will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s), except for the written inquiries described in [Section 20.2](#) above. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. **Failure to observe this restriction may disqualify Respondent.** Respondent shall rely only on written statements issued through or by TPWD's purchasing staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

## 21. DELIVERY AND ACCEPTANCE:

### 21.1. Project Completion Delays:

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

21.2. **Acceptance:**

All services performed will be subject to acceptance inspection upon completion. Acceptance inspection will not take more than five (5) working days, weather permitting. Vendor will 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 will not be considered under any circumstance and will 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 [margaret.scarbrough@tpwd.texas.gov](mailto:margaret.scarbrough@tpwd.texas.gov). Bids returned by mail or hand delivery should be placed in a sealed envelope and correctly identified with IFB number, submittal deadline/opening date and time. Bids returned by fax should include a fax cover sheet correctly identified with IFB number, submittal deadline/opening date and time. It is the Bidder's responsibility to appropriately mark and deliver the bids to TPWD by the specified date.

22.1.4. 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 will be evaluated accordingly. TPWD reserves the right, in its sole judgment and discretion, to waive minor technicalities and errors in the best interest of the state.

22.2.1. **Bid Form:** Respondent must submit the IFB form, signed, dated and completed. ***Failure to submit this information will result in disqualification of bid.***

22.2.2. **Exhibit A:** Company Profile

22.2.3. **Exhibit B:** Holiday Schedule

22.2.4. **Exhibit C:** Past Projects with Corresponding References

22.2.5. **Exhibit D:** Commercial Janitorial Cleaning Schedule

22.2.6. **Exhibit E:** General Terms and Conditions

- 22.3. **Response Period:** Responses shall be binding for a period of sixty (60) business days from bid due date. No other costs, rates, or fees shall be payable to the Successful Respondent unless expressly agreed upon in writing by TPWD.

### 23. EVALUATION AND AWARD:

- 23.1. An award will be made on an all or none basis. Only responses submitted by the bid opening, with required submittal documents and meeting qualifications will be considered. Failure to submit the required information may cause rejection of the bid response. TPWD reserves the right to waive informalities and minor irregularities in bids received.
- 23.2. 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.
- 23.3. Award: TPWD will 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:
- 23.3.1. Lowest Price
  - 23.3.2. Ability, Qualifications and Experience - Meeting or Exceeding the Requirement
  - 23.3.3. Delivery / Service Schedule
  - 23.3.4. Past Performance

### 24. INVOICING AND PAYMENT:

The following procedures apply to invoicing and payment in addition to those listed in the *General Terms and Conditions, Para. 9*:

- 24.1. Contractor to submit invoice(s) to: Texas Parks & Wildlife, Accounts Payable, 4200 Smith School Road, Austin, Texas 78744.
- 24.2. Invoices must show:
- 24.2.1. Name of Contractor exactly as shown on the contract, Texas Payee Identification Number (PIN), and correct "Remit to" address
  - 24.2.2. Name of receiving entity
  - 24.2.3. Contract/purchase order number
  - 24.2.4. Description, quantity, unit of measure, unit price, extended price of each item
  - 24.2.5. Total price
  - 24.2.6. Discount, if applicable, extended and deducted to arrive at a NET TOTAL for invoice
  - 24.2.7. Attach supporting documentation, if required

- 24.3. **Payment:**



- 24.3.1. 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.
- 24.3.2. Payment normally will 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.
- 24.3.3. Payments for services purchased with state appropriated funds will be made through state warrants issued by the Comptroller of Public Accounts. Payments by qualified ordering entities will be made through the entities' local payment system.
- 24.3.4. Electronic payment may be available through some ordering entities. Contact Accounts Payable at 512-389-4833 for additional information.

## **25. BIDDER AFFIRMATION**

- 25.1. 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.
- 25.2. Pursuant to Texas Government code, Title 10, Subtitle D, Section 2155.004(a), the bidder has not received compensation for participation.

# Attachment A


















**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 (<i>Corporate Headquarters</i>):</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 IFB.</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"/> Yes <input type="checkbox"/> No	If yes, explain.		
<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"/> Yes <input type="checkbox"/> No	If yes, explain.		
<b>Description of firm's background, history, and qualifications: (You may attach additional page for this section.)</b>			

**Exhibit B - Holiday Schedule**

*State Holiday Schedule for Fiscal Year 2024*

Holiday		Agency Status	Date	Day of Week
Labor Day		All agencies closed	9-04-23	Monday
Rosh Hashanah			9-16-23	Saturday
Rosh Hashanah			9-17-23	Sunday
<i>Yom Kippur</i>		<i>Optional holiday</i>	9-25-23	<i>Monday</i>
Veterans Day			11-11-23	Saturday
Thanksgiving Day		All agencies closed	11-23-23	Thursday
Day after Thanksgiving		All agencies closed	11-24-23	Friday
Christmas Eve Day			12-24-23	Sunday
Christmas Day		All agencies closed	12-25-23	Monday
Day after Christmas		All agencies closed	12-26-23	Tuesday
New Year's Day		All agencies closed	1-01-24	Monday
Martin Luther King Jr. Day		All agencies closed	1-15-24	Monday
Confederate Heroes Day		Skeleton crew required	1-19-24	Friday
Presidents' Day		All agencies closed	2-19-24	Monday
Texas Independence Day			3-02-24	Saturday
<i>Good Friday</i>		<i>Optional holiday</i>	3-29-24	<i>Friday</i>
Cesar Chavez Day			3-31-24	Sunday
San Jacinto Day			4-21-24	Sunday
Memorial Day		All agencies closed	5-27-24	Monday
Emancipation Day		Skeleton crew required	6-19-24	Wednesday
Independence Day		All agencies closed	7-04-24	Thursday
LBJ Day		Skeleton crew required	8-27-24	Tuesday

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

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

**Respondents shall use this exhibit (or reasonable facsimile) to provide a minimum of three (3) references** for jobs completed within the last five (5) years. The references shall illustrate recent experience successfully completing work of a similar nature and scope as the work described in this IFB. *Attention: Do NOT use TPWD staff or past work performed for TPWD as a “reference” in Exhibit E.* 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.** TPWD reserves the right to check references prior to award. Any negative responses received may be grounds for disqualification of the proposal.

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	

**EXHIBIT D – COMMERCIAL JANITORIAL CLEANING SCHEDULE  
LLM BROWNSVILLE FIELD STATION**

<b>Main Building</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi-Annually</b>
<b>5.1.1. - Entry Foyers, Reception Area and Hallways</b>			
Clean entrance doors and windows (inside and out), clean and sanitize door hardware	X		
Sweep outside landings, entries and overhangs	X		
Dust reception counter, desks, tables, filing cabinets, picture frames and flat surfaces. Papers/Personal items can be moved unless told not to.	X		
Dust fire extinguisher cabinets & door frames	X		
Clean light switch covers and smudges on wall surfaces	X		
Empty waste baskets. Boxes are to be considered as "trash" unless told not to. There are two outside trash dumpsters.	X		
Sweep and damp mop all linoleum floors	X		
Vacuum carpeted areas and floor mats	X		
Sweep and damp-mop floors and chair mats	X		
<b>5.2.1 – Conference Room</b>			
Dust tables, filing cabinets, counters, computers, monitors, printers and flat surfaces. Papers/Personal items can be moved unless told not to.	X		
Clean glass on conference table and display cabinet	X		
Clean light switch covers and smudges on wall surfaces	X		
Empty waste baskets	X		
Vacuum carpeted	X		
Clean and sanitize door hardware	X		
Clean conference chairs	X		
<b>5.2.2 – Mail/Copy Room</b>			
Dust tables, filing cabinets, counters, and flat surfaces.	X		
Clean light switch covers and smudges on wall surfaces	X		
Empty waste baskets	X		
Sweep and damp mop all linoleum floors	X		
Vacuum carpet	X		
<b>5.2.3. – All Offices</b>			
Dust tables, filing cabinets, counters, computers, monitors, printers and flat surfaces. Papers/Personal items can be moved unless told not to.	X		
Clean light switch covers and smudges on wall surfaces	X		
Empty waste baskets	X		
Vacuum carpeted	X		
Clean and sanitize door hardware	X		
Clean windows up to 7 feet height	X		
<b>5.2.4 - Restrooms</b>			
Clean and sanitize counters, sinks and fixtures	X		
Clean light switch covers and smudges on wall surfaces up to 5 feet	X		
Clean and sanitize partition walls, stall locks, hand dryers and top surfaces	X		

<b>Main Building</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi-Annually</b>
Empty waste baskets	X		
Sweep and mop floors using germicidal solution	X		
Clean and sanitize commodes/urinals	X		
Clean and sanitize door hardware	X		
Clean mirrors	X		
Re-stock toilet paper and soap dispensers	X		
<b>5.2.5 - Kitchen</b>			
Clean and sanitize counters, seats, sinks, fixtures, and external surfaces of appliances	X		
Clean light switch covers and smudges on wall surfaces	X		
Empty waste baskets	X		
Sweep and mop floors using germicidal solution	X		
Clean and sanitize door hardware	X		
Re-stock paper towels and soap dispensers	X		
<b>5.2. Cleaning services to be performed 1x per month</b>			
Dust high areas throughout building to remove cobwebs		X	
Dust ceiling air vents, window frames, blinds, and baseboards		X	
Dust door frames, picture frames, bulletin boards and clocks		X	
<b>5.3. Cleaning services to be performed 2x per year</b>			
Clean all windows inside and out			X
Strip, wax and polish/buff linoleum floors			X

<b>Ecosystem Resource Assessment Team Office</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi-Annually</b>
<b>6.1.1. Office</b>			
Dust tables, filing cabinets, computers, monitors, printers, and flat surfaces. Papers/Personal items can be moved unless told not to.	X		
Re-stock paper towels and soap dispensers	X		
Clean and sanitize counters, sinks, fixtures, and external surfaces of appliances	X		
Clean light switch covers and smudges on wall surfaces	X		
Empty waste baskets	X		
Sweep and damp-mop floors	X		
Clean and sanitize door hardware	X		
Clean windows	X		
Dust bookshelves, tops of books, file cabinets, and any other flat surfaces	X		
Clean and sanitize desktop	X		
Empty waste baskets	X		
Sweep and damp mop floors	X		
Clean and sanitize door hardware	X		
<b>6.1.1.12. Wet Laboratory</b>			
Clean and sanitize center counters (with sinks), sinks and fixtures	X		
Clean light switch covers and smudges on wall surfaces up to 5 feet height	X		



<b>Ecosystem Resource Assessment Team Office</b>	<b>Weekly</b>	<b>Monthly</b>	<b>Semi-Annually</b>
Empty waste baskets	X		
Sweep and mop floors using germicidal solution	X		
Clean and sanitize door hardware	X		
<b>6.1.2. Restroom</b>			
Clean and sanitize sinks, showers, and fixtures	X		
Clean light switch covers and smudges on wall surfaces up to 5 feet height	X		
Clean and sanitize partition walls, stall locks, hand dryers and top surfaces	X		
Empty waste baskets and sanitary napkin liners	X		
Sweep and mop floors using germicidal solution	X		
Clean and sanitize commodes/urinals	X		
Clean and sanitize door hardware	X		
Clean mirrors	X		
Re-stock toilet paper and soap dispensers	X		
<b>6.2. Cleaning services to be performed 1x per month</b>			
Dust high areas throughout building to remove cobwebs		X	
Dust ceiling air vents, blinds, and baseboards		X	
<b>6.3. Cleaning services to be performed 2x per year</b>			
Clean all windows inside and out			X
Strip, wax and polish/buff floors			X

# GENERAL TERMS AND CONDITIONS – FEDERALLY FUNDED PROJECTS

MARCH 2023

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

Any Contract awarded as a result of this solicitation will contain the General Terms and Conditions listed below in this Section. Subcontractors are also obliged to comply with these provisions.

1. **DEFINITIONS:** As used throughout this solicitation, the following terms have the meaning set forth below. All other terms have the meaning set forth in Webster's II New College Dictionary.
  - 1.1. **Bidder:** An individual or entity that submits a bid. The term includes anyone acting on behalf of the individual or entity that submits a bid, such as an agent, employee and representative. See Respondent.
  - 1.2. **Contractor:** The individual, corporation, company, partnership, firm, or organization that has to furnish the materials and has to perform the work as stated in the solicitation.
  - 1.3. **ESBD:** The Electronic State Business Daily, which is available online at <http://www.txsmartbuy.com/esbd>.
  - 1.4. **Gov't Code:** The Texas Government Code.
  - 1.5. **Owner:** Texas Parks and Wildlife Department, an agency of the State of Texas.
  - 1.6. **Party/Parties:** Either the TPWD and Respondent separately or collectively.
  - 1.7. **Respondent:** Any person or Vendor who submits a Bid/Proposal/Offer in response to this solicitation.
  - 1.8. **Services:** Includes the use of labor, materials, facilities, equipment, and any other need that is necessary or incidental to the successful completion of the Contract.
  - 1.9. **Subcontractor:** Any supplier, distributor, Contractor, person, or firm furnishing to the Contractor, materials or services necessary or incidental to the performance of the Contract between TPWD and Contractor.
  - 1.10. **TAC:** The Texas Administrative Code, which is the publication for administrative rules.
  - 1.11. **Texas Identification Number:** A unique 11-digit number assigned by the Texas Comptroller of Public Accounts. When a Payee first contracts with a state agency, that Payee must provide either a federal Employer Identification Number (EIN) or a Social Security number (SSN). The Texas Identification Number (TIN) is based on this number. (Note: If Respondent does not have a TIN, or does not know their TIN, they may list their EIN or SSN on the "Texas Identification Number" line of the Vendor Information Block of their RFP, RFO, IFB or RFQ response.)
  - 1.12. **TPWD:** Texas Parks and Wildlife Department acting on behalf of the State of Texas.
2. **SPECIFICATIONS:**
  - 2.1. The goods/services provided shall be in accordance with the purchase specifications herein. TPWD will decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of goods/services provided. TPWD will decide the rate of progress of the work and the acceptable fulfillment of the goods/service on the part of the Contractor.
  - 2.2. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids/Proposals on brands of like nature and quality will be considered unless advertised under Texas Gov't Code §2155.067. If the Respondent is offering brands other than the references, response should show manufacturer, brand or trade name, and other description of product offered. If Respondent is offering brand(s) other than brand(s) specified, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.
  - 2.3. Unless otherwise specified, items shall be new and unused and of current production.
  - 2.4. Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the Respondent, on request, at Respondent's expense. Each sample should be marked with Respondent's name and address, and requisition number. Do not enclose in or attach response submission to sample.
  - 2.5. The State will not be bound by any oral statement or representation contrary to the written specifications of this Solicitation.
  - 2.6. Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.
3. **AWARD OF A PURCHASE ORDER:** Standard Purchase Order Terms and Conditions apply. If a conflict exists between the standard Purchase Order Terms and Conditions and specific language in this solicitation, the language in the solicitation shall prevail.
  - 3.1. A response to a solicitation is an offer to Contract with TPWD based on the terms, conditions and specifications contained in the solicitation. Responses do not become Contracts unless and until they are accepted through an authorized TPWD designee by issuance of a Purchase Order.

- 3.2. This procurement will be conducted in accordance with the State Purchasing Act, Title 10, Subtitle D, Chapters 2151 through 2177, of the Texas Gov't Code (TGC) and TPWD rules. Any Contract resulting from this procurement shall consist of one (1) document. This document will contain all of the rights and duties of the parties extracted from the relevant terms and conditions of this solicitation (including its attachments, exhibits, supplements, and addenda); the successful Contractor's response; any TPWD request for a Best and Final Offer; and any successful Contractor's Best and Final Offer, if applicable.
- 3.3. Best Value – TPWD will be the sole judge of best value. Award will be based on Best Value criteria and may include, but is not limited to:
  - 3.3.1. Best meets the goals and objectives of the solicitation as stated above.
  - 3.3.2. Best meets the quality and reliability of the proposed services.
  - 3.3.3. Effect of the proposed solution on agency productivity.
  - 3.3.4. Provides the most customer focused solution that will best meet the needs of the public.
  - 3.3.5. Experience in successfully providing services in this solicitation.
  - 3.3.6. Past Performance: A Respondent's past performance will be measured based upon pass/fail criteria in compliance with applicable provisions of Gov't Code §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Respondents may fail this selection criterion for any of the following conditions:
    - a) The Vendor has a score less than C or Legacy Unsatisfactory in the Vendor Performance System,
    - b) Currently under a Corrective Action Plan through the Texas Comptroller of Public Accounts (CPA),
    - c) Having repeated negative Vendor Performance Reports for the same reason,
    - d) 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.
- a) Contractor will be responsible for paying damages to TPWD including but not limited to re-procurement costs, and any consequential damages to the State of Texas or TPWD resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specification or scope of work is significantly changed.
- 26.3. The rights and remedies of TPWD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 26.4. TPWD may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TPWD notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall remain liable for all covenants and indemnities under the Contract. The Contractor shall be liable for all costs and expenses, including court costs, incurred by TPWD with respect to the enforcement of any of the remedies listed herein.
27. **SURVIVAL OF TERMS:** Termination of the Contract for any reason shall not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.
28. **RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT:** In the event that the Contract is terminated for any reason, or upon its expiration, TPWD shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract, unless otherwise specified.
29. **CHANGE IN FEDERAL OR STATE REQUIREMENTS:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either TPWD or the Contractor cannot reasonably fulfill the Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under the Contract.
30. **TAXES:** Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to TPWD.
31. **BUY TEXAS:** In accordance with §2155.4441, Gov't Code, the Contractor agrees that during the performance of a Contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside Texas.

32. **NOTE TO RESPONDENT:** Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation form and may result in disqualification of the response submission. If any Respondent takes a 'blanket exception' to the entire solicitation or does not provide proposed alternative language, the Respondent's response may be disqualified from further consideration.
33. **ACCESSIBILITY STANDARDS:** Under Texas Government Code, Chapter 2054, Subchapter M, TPWD must procure products that comply with the Accessibility Standards defined in the Texas Administrative Code, 1 TAC 206 and 1 TAC 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Accordingly, Contractor must provide electronic and information resources and associated product documentation and technical support that comply with these Accessibility Standards (in the form of a Voluntary Product Accessibility Template, or "VPAT") in its response to this solicitation. Vendors who do not already have accessibility documentation should complete the form located here: <http://www.itic.org/policy/accessibility/>. Contractors that claim their products are exempt from accessibility requirements must present that position to TPWD as a question during the question-and-answer period of the solicitation.
34. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
35. **SYSTEM FOR AWARD MANAGEMENT (SAM):** Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of your firm using SAM. This is a Federal government-maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to an individual or firm whose name appears on this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.
36. **FEDERAL DISASTER RELIEF FRAUD:** Sections and 2261.053 of the Gov't Code, prohibit state agencies from accepting a response or awarding a Contract that includes proposed financial participation by a person who, in the past five years has been convicted of violating a federal law or assessed a penalty in connection with a Contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Gov't Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Gov't Code, Respondent certifies that the individual or business entity named in this response or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
37. **APPLICABLE LAWS AND VENUE:** The Contract shall be governed by and construed in accordance with the laws of the State of Texas, with regards to the conflicts of law provisions. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TPWD.
38. **APPLICABLE LAWS AND CONFORMING AMENDMENTS:** Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TPWD reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TPWD or Contractor's compliance with all applicable State and federal laws, and regulations.

**39. COMPLIANCE WITH LAWS; DEALING WITH PUBLIC SERVANTS:**

39.1. The Respondent must comply with all applicable laws at all times, including, without limitation, the following: (i) Texas Penal Code §36.02, which prohibits bribery; (ii) Texas Penal Code §36.09, which prohibits the offering or conferring of benefits to public servants; (iii) Gov't Code §2155.003, which prohibits the chief clerk or any other employee of the TPWD from having an interest in, or in any manner be connected with, a Contract or bid for a purchase of goods or services by an agency of the state or accept from any person to whom a Contract has been awarded anything of value or a promise, obligation, or Contract for future reward or compensation.

39.2. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract. Except where otherwise expressly required by applicable laws and regulations, TPWD shall not be responsible for monitoring Respondent's compliance with any laws or regulations. If Respondent performs any work knowing or having reason to know that it is contrary to laws or regulations, Respondent shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

**40. NO WAIVER:** Nothing in this Contract shall be construed as a waiver of the state's or TPWD's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TPWD does not waive any privileges, rights, defenses, or immunities available to TPWD by entering into this Contract or by the conduct of any representative of TPWD, prior to or subsequent to entering into this Contract.

**41. NO LIABILITY UPON TERMINATION:** If this Contract is terminated for any reason, TPWD and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Gov't Code, Chapter 2260.

**42. DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES:** Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of Deceptive Trade Practice violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.

**43. FALSE STATEMENTS; BREACH OF REPRESENTATIONS:** If Respondent signed its Bid/Proposal with a false statement or signs the Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in the Contract, Contractor shall be in default under this Contract and TPWD may terminate or void the Contract for cause and pursue other remedies available to TPWD under this Contract and applicable law.

**44. ACTUAL AND PERCEIVED CONFLICTS:** By submitting a Bid/Proposal, the Respondent represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. In its Bid/Proposal, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with TPWD. The TPWD will decide, in its sole discretion, whether an actual or perceived conflict should result in Bid/Proposal disqualification or Contract termination.

- 45. CURRENT AND FORMER TPWD EMPLOYEES:**
- 45.1. In addition to the disclosures required above, the Respondent shall also disclose any of its personnel who are current or former officers or employees of the TPWD or who are related, within the third degree by consanguinity (as defined by Gov't Code §573.023) or within the second degree by affinity (as defined by Gov't Code §573.025), to any current or former officers or employees of the TPWD.
- 45.2. Respondents must comply with all applicable Texas and federal laws and regulations relating to the hiring of former state employees (see e.g., Gov't Code Chapters 572 and 573). Such "revolving door" provisions generally restrict former agency heads from communicating with or appearing before the agency on certain matters for two years after leaving the agency. The revolving door provisions also restrict some former employees from representing clients on matters that the employee participated in during state service or matters that were in the employees' official responsibility or from working for certain entities after their state employment. Respondent, by signing this solicitation, certifies that it has complied with all applicable laws and regulations regarding former state employees.
- 46. INSURANCE AND OTHER SECURITY:**
- 46.1. Respondent represents and warrants that it will, within ten (10) business days of executing this agreement, provide TPWD with current certificates of insurance or other proof acceptable to TPWD of the required insurance coverage.
- 46.2. The Respondent represents and warrants that it will obtain and maintain for the term of the Contract all insurance coverage required under this solicitation. Contractor's failure to obtain or maintain the specified coverage during the term of the agreement will be considered a breach of the Contract.
- 46.3. The Respondent represents and warrants that all of the above coverage will be obtained from companies that are licensed in the state of Texas, have an "A" rating from Best, and are authorized to provide the coverage. The Respondent shall furnish proof of insurance upon request of TPWD.
- 47. SEVERABILITY:** If any provision of the Contract is construed to be illegal or invalid, such construction will not affect the legality or validity of any of its other provisions. The illegal or invalid provision will be deemed severable and stricken from the Contract as if it had never been incorporated herein, but all other provisions will continue in full force and effect.
- 48. HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** Respondent represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Gov't Code, Chapter 2161.
- 49. AMENDMENTS:** Except as provided in *Section III, Paragraph 8* of this Contract, this Contract may be amended only upon written agreement between TPWD and Contractor; however, any Amendment of this Contract that conflicts with the laws of the State of Texas shall be void. The Contractor shall not be entitled to payment for any additional services, work, or products that are not authorized by a properly executed Contract amendment.
- 50. CHANGE MANAGEMENT:** The Respondent agrees that the key personnel assigned to the Contract shall remain available for the entirety of the project throughout the term of the Contract as long as that individual is employed by the Respondent or unless TPWD agrees to a change in the key personnel.
- 51. FEDERAL, STATE AND LOCAL REQUIREMENTS:** Respondent shall demonstrate on-site compliance with the Federal Tax Reform Act of 1986, Section 1706, amending Section 530 of the Revenue Act of 1978, dealing with issuance of Form W-2's to common law employees. Respondent is responsible for both federal and State unemployment insurance coverage and standard Worker's Compensation insurance coverage. Respondent shall comply with all federal and State tax laws and withholding requirements. The State of Texas shall not be liable to Respondent or its employees for any Unemployment or Workers' Compensation coverage, or federal or State withholding requirements. **Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from its omission or breach of this Section.**

52. **INDEMNIFICATION AND LIABILITY:**

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

52.2 **Infringements:**

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

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

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

52.3 **Compensation/Unemployment Insurance – Including Indemnity:**

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

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

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

53. **CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the TPWD Contract Manager in writing of any such damage within one (1) calendar day.
54. **FELONY CRIMINAL CONVICTIONS:** Respondent represents and warrants that Contractor has not and Respondent's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Respondent has fully advised TPWD as to the facts and circumstances surrounding the conviction.
55. **IMMIGRATION:** The Respondent represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract. The Respondent also represents and warrants that it shall comply with the requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA).
56. **SUBCONTRACTORS:** Subcontractors providing service under the Contract shall meet the same requirements and level of experience as required of the Contractor. No subcontract under the Purchase Order shall relieve the primary Contractor of responsibility for the service. If the Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:
- 56.1. Respondents planning to subcontract all, or a portion of the work shall identify the proposed subcontractors.
  - 56.2. Subcontracting shall be at the Contractor's expense.
  - 56.3. TPWD retains the right to check subcontractor's background and make determination to approve or reject the use of submitted subcontractors.
  - 56.4. The Contractor shall be the only Contact for TPWD and subcontractors. Respondent shall list a designated point of contact for all TPWD and subcontractor inquiries.
  - 56.5. The Contractor, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), TPWD is in no manner liable to any subcontractor(s) of the Contractor. In no event shall this provision relieve the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this solicitation and Contract. The Contractor shall manage all quality and performance, project management, and schedules for subcontractors. The Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.

57. **PROTEST PROCEDURES:** Any actual or prospective Respondent who is aggrieved in connection with this solicitation, evaluation, or award of any Contract resulting from this solicitation may formally protest as provided in TPWD's rules at TAC, Title 31, Part 2, Chapter 51, Subchapter L, Rule 51.350.
58. **NON-APPROPRIATION OF FUNDS:** Any Contract resulting from this solicitation is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TPWD's or Contractor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to Contractor for any damages, which are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.
59. **NON-DISCRIMINATION/CIVIL RIGHTS:** The Respondent agrees that no person shall, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Respondent shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60. The prime Contractor shall ensure that this clause is included in all subcontracts.
60. **CONFLICT OF INTEREST:** Under Gov't Code §2155.003, Respondent represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract. A TPWD employee may not have an interest in, or in any manner be connected with a Contract or response for a purchase of goods or services by an agency of the state. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and Respondents who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TPWD or purchasers of other state agencies.
61. **HB1295 CERTIFICATE OF INTERESTED PARTIES:** If value of Contract will exceed one million dollars, in accordance with 2252.908 of the Government Code, A business entity must use the [Form 1295 filing application](#) to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing." An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct. The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with TPWD at the time of execution. Additional information can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>.
62. **LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS:** Contractor shall have no authority to act for or on behalf of TPWD or the State of Texas except as expressly provided for in this Contract; no other authority, power or use is granted or implied. Contractor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or TPWD.
63. **DRUG-FREE WORKPLACE:** The Contractor shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988.
64. **NOTICES:** Any written notices required under this Contract will be by either hand delivery to Contractor's office address specified in the *Execution of Proposal, Exhibit A* of this Contract or by U.S. Mail, certified, return receipt requested, to TPWD, Attn: Purchasing, 4200 Smith School Road, Austin, TX 78744. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

65. **ORDER OF PRECEDENCE:** In the case of conflicts between the Contract documents, the following shall control in this order of priority:
- 65.1. Signed Contract/Purchase Order (or Notice of Award)
  - 65.2. Attachments to the Contract/Purchase Order (or Notice of Award)
  - 65.3. The Solicitation (e.g., RFP, IFB)
  - 65.4. Contractor's Response to the Solicitation and Contractor's Best and Final Offer, if applicable
66. **CHILD SUPPORT OBLIGATION AFFIRMATION:** Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
67. **NO ASSIGNMENT BY CONTRACTOR:** The awarded Contractor shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the TPWD. Any attempted assignment in violation of this provision is void and without effect.
68. **COMPLIANCE WITH OTHER LAW:** In the execution of this Contract, Contractor shall comply with all applicable federal, state, and local laws, including laws governing labor, equal opportunity, safety, and environmental protection. Contractor shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations which in any manner affect performance under this Contract.
69. **ENVIRONMENTAL PROTECTION:** The Respondent shall be in compliance with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended, (33 U.S.C. §1251 et seq.).
70. **U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:**
- 70.1. By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine the eligibility of:
    - a) All persons employed to perform duties within Texas, during the term of the Contract; and
    - b) All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America
  - 70.2. The Contractor shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.
  - 70.3. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.
71. Pursuant to Texas Government Code, Title 10, Subchapter F, §§ 2270.001-2270.002, TPWD may not enter into a Contract that has a value of \$100,000 or more with a company and that employs 10 or more full-time employees (as defined by Texas Government Code, Title 8, Subchapter A, § 808.001, (except that the term does not include a sole proprietorship) that boycotts Israel. By signing this bid, Bidder verifies that in accordance with Texas Government Code, Title 10, Subchapter F, §§ 2270.001-2270.002, Bidder:
- 71.1. Does not boycott Israel; and
  - 71.2. Will not boycott Israel during the term of the Contract.
72. Pursuant to *Texas Government Code*, Title 10, Subchapter F, §§ 2252.151-2252.154, TPWD may not enter into a Contract with a company (as defined by *Texas Government Code*, Title 8, Subchapter A, § 806.051) that is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under *Texas Government Code*, §§ 806.001, 807.051 or 2252.153. By signing this bid, Bidder certifies that it is not a company identified on a list as prepared and maintained by the Texas Comptroller of Public Accounts pursuant to *Texas Government Code*, §§ 806.001, 807.051 or 2252.153.
73. By signature hereon, the bidder acknowledges that *Texas Government Code*, Title 10, Subchapter F, §§ 2252.201-2252.205 requires that all iron or steel products produced through a manufacturing process used in this project must be produced in the United States. By signing this bid, Bidder certifies that its bid price represents full compensation for compliance with the requirements of *Texas Government Code*, Title 10, Subchapter F, §§ 2252.201-2252.205.
74. **TEXAS BIDDER AFFIRMATION:** Respondent certifies that if a Texas address is shown as the address of the Respondent on this response, Respondent qualifies as a Texas Bidder as defined in Section 2155.444(c) of the Texas Government Code.



75. **CONTRACTING INFORMATION RESPONSIBILITIES:** In accordance with Section 552.372 of the Texas Government Code, Contractor agrees to (1) preserve all contracting information related to the Contract as provided by the records retention requirements applicable to TPWD for the duration of the Contract, (2) promptly provide TPWD any contracting information related to the Contract that is in the custody or possession of the Contractor on request of TPWD, and (3) on termination or expiration of the Contract, either provide at no cost to TPWD all contracting information related to the Contract that is in the custody or possession of the Contractor or preserve the contracting information related to the Contract as provided by the records retention requirements applicable to TPWD. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code may apply to the Contract and the Contractor agrees that the Contract can be terminated if the Contractor knowingly or intentionally fails to comply with a requirement of that subchapter.
76. **CYBERSECURITY TRAINING:** If Respondent has access to any state computer system or database, Respondent shall complete cybersecurity training and verify completion of the training program to TPWD pursuant to and in accordance with Gov't Code § 2054.5192.
77. **CLOUD COMPUTING STATE RISK AND AUTHORIZATION MANAGEMENT PROGRAM:** Pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Respondent represents and warrants that it complies with the requirements of the state risk and authorization management program and Respondent agrees that throughout the term of the contract it shall maintain its certifications and comply with the program requirements in the performance of the contract.
78. **FINANCIAL PARTICIPATION PROHIBITED AFFIRMATION:** Pursuant to Section 2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by Respondent has received compensation from TPWD to participate in the preparation of the specifications or solicitation on which this Response or Contract is based. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.
79. **ABORTION PROVIDER AND AFFILIATE TRANSACTIONS PROHIBITED:** Respondent represents and warrants that the Contract is not a taxpayer resource transaction prohibited by Section 2272.003 of the Texas Government Code and that payments made by TPWD to Contractor and Contractor's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6.25 of the General Appropriations Act.
80. **FOREIGN TERRORIST ORGANIZATIONS:** Section 2252.152 of the Texas Government Code prohibits TPWD from awarding a Contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it is not ineligible to receive the Contract.
81. **HUMAN TRAFFICKING PROHIBITION:** Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.
82. **COMPANIES THAT BOYCOTT CERTAIN ENERGY COMPANIES:** Under Section 2274.002 of the Texas Government Code, by submitting the Response, Respondent certifies and warrants that it does not boycott energy companies; and will not boycott energy companies during the term of the Contract.
83. **DISCRIMINATION AGAINST FIREARM OR AMMUNITION INDUSTRIES:** Under Section 2274.002 of the Texas Government Code, by submitting the Response, Respondent certifies and warrants that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the Contract against said industries.
84. **AGREEMENTS RELATED TO CRITICAL INFRASTRUCTURE:** Pursuant to Texas Government Code Section 2274.0102, TPWD may not enter into a Contract with a company (as defined by Texas Government Code Section 2274.0101(1)) that meets the criteria provided under Texas Government Code Sections 2274.0102 and 2274.0103. By signing this bid, Bidder certifies that it is not a company that meets the criteria provided under Texas Government Code Sections 2274.0102 and 2274.0103.
85. **COVID-19 VACCINE PASSPORT PROHIBITION:** Under Section 161.0085 of the Texas Health and Safety Code, Respondent certifies that the individual or business entity named in this Response or contract is not ineligible to receive the specified contract.
86. **DATA MANAGEMENT AND SECURITY CONTROLS:** In accordance with Section 2054.138 of the Texas Government Code, Respondent certifies that it will comply with the security controls required under this contract and will maintain records and make them available to Agency as evidence of Respondent's compliance with the required controls.

87. **SIGNATURE AUTHORITY**: By submitting the Response, Respondent represents and warrants that the individual submitting this document and the documents made part of this Response is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any Contract that may result from the submission of this response.

## FEDERAL CONTRACT PROVISIONS

### Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with Executive Order 11246, "Equal Employment Opportunity" ([30 FR 12319, 12935, 3 CFR Part, 1964-1965](#) Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at [41 CFR part 60](#), "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended ([40 U.S.C. 3141-3148](#)). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act ([40 U.S.C. 3141-3144](#), and [3146-3148](#)) as supplemented by Department of Labor regulations ([29 CFR Part 5](#), "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ([40 U.S.C. 3145](#)), as supplemented by Department of Labor regulations ([29 CFR Part 3](#), "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701-3708](#)). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants,

Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act ([42 U.S.C. 7401-7671q](#).) and the Federal Water Pollution Control Act ([33 U.S.C. 1251-1387](#)), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ([42 U.S.C. 7401-7671q](#)) and the Federal Water Pollution Control Act as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any 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](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#). Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) See [§ 200.216](#). Prohibition on certain telecommunications and video surveillance services or equipment.

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115-232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National

Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115-232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

(c) See [Public Law 115-232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

(L) See [§ 200.322](#). Domestic preferences for procurements.

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.