

TEXAS PARKS AND WILDLIFE

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

REQUEST FOR PROPOSALS

RFP No. 802-25-57430

Texas Parks and Wildlife Magazine Printing and Distribution Services

NIGP Class/Items: 915-60; 966-64

RFP Issue Date:	June 4, 2025
Questions Due:	June 16, 2025; 2:00 PM CT
HUB Notification Deadline:	June 16, 2025 (may be applicable if subcontracting)
Proposal Due Date:	June 26, 2025; 2:00 PM CT

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ATTENTION: It is the responsibility of interested parties to periodically check the Electronic State Business Daily (ESBD) website for updates to this solicitation prior to submitting a response. The Respondent's failure to periodically check the ESBD will in no way release the selected contractor from "addenda or additional information" resulting in additional cost to meet the requirements of the RFP.

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SECTION I – GENERAL INFORMATION AND STATEMENT OF WORK

1. INTRODUCTION

Texas Parks and Wildlife Department (TPWD) is seeking competitive sealed proposals from a qualified contractor to provide services to print and distribute the *Texas Parks & Wildlife* magazine (TPWM), to include magazine production, printing, binding, and shipping, plus printing of supplemental publications and ancillary services as may be required. Services shall be provided to the TPWM in the Communications Division at TPWD Headquarters, 4200 Smith School Road, Austin, Texas 78744.

2. BACKGROUND

- 2.1. TPWD publishes TPWM as authorized by Parks and Wildlife Code § 12.006 and § 13.017. Currently, the magazine is published monthly (10 printed issues) with combined issues in January/February and August/September, with each edition comprised of a four (4) page cover and a body of 56 pages minimum, and final page trim size of 8.125 inches x 10.875 inches. Issues have reached page counts of 60 to 96 pages. TPWD reserves the right to adjust the number of pages or issues, up or down.
- 2.2. Current Environment: TPWM currently prepares final digital files and uploads directly to the printing and distribution contractor. One supplementary mailing of the Magazine may be processed during the months when combined issues are produced. For example, the January/February combined issue may have a supplemental mailing three (3) to four (4) weeks after the initial mailing. Approximately 60,000 copies are mailed in the first mailing and up to 2,000 in the second (supplementary) mailing in January (fewer copies in September). Less than 100 magazines are mailed to foreign countries. Various quantities have renewal or other promotional materials attached (poly-bagged).

3. SOLICITATION METHOD AND INTENT

- 3.1. The Request for Proposal (RFP) solicitation method allows qualified respondents to submit a written proposal addressing pricing, qualifications, experience, availability, approach and other factors that will be employed to ensure successful accomplishment of the requirements set forth herein. TPWD will review, compare and evaluate responses based on the criteria and weights identified in this RFP.
- 3.2. It is TPWD's intent to identify qualified vendors and award one contract for TPWM printing and distribution services.

4. CONTRACT TERM

- 4.1. Initial Contract Term: The contract shall commence on September 1, 2025, and continue through August 31, 2027, unless sooner terminated under the terms of the contract.
- 4.2. Renewal Option: Contract may be renewed for up to three (3) additional one (1) year periods, provided both parties agree in writing prior to contract expiration date. Any extensions shall be in accordance with the original terms and conditions plus any approved changes. *If renewal options are exercised, TPWD will provide the new timeline and delivery schedule to the vendor.*
- 4.3. Contract Extensions: In the event that the contract(s), if any, resulting from the award of this RFP shall terminate or be likely to terminate prior to the making of an award for a new contract for the identified products and/or services, 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.
- 4.4. Termination: The contract shall terminate upon full performance of all requirements contained in the contract, unless otherwise extended or renewed, as provided in accordance with the contract terms and conditions.

- 4.5. **Amendments:** The contract may be amended in writing by mutual consent of the parties.
- 4.6. **Quantities:** Unless this RFP states otherwise, the resulting contract award does not guarantee volume or a commitment of funds.

5. QUALIFICATIONS AND EXPERIENCE

- 5.1. **Minimum Qualifications and Experience:** Respondent (and awarded contractor) shall meet the following minimum qualifications:
- 5.1.1. Shall be engaged in the business of providing production, printing, binding, and shipping of high- quality four-color process publications for a minimum of five (5) years within the last seven (7) years, services similar in type and quantity to those listed herein. Recent start-up businesses do not meet the requirements of this solicitation. (A start-up business is defined as a new company that has no previous operations history or expertise in the relevant business and is not affiliated with a company that has that history of expertise.)
 - 5.1.2. Have experience printing at least five (5) full-color monthly or bi-monthly publications with a print run of at least one hundred thousand (100,000) each, plus distribution/ mailing services for at least three (3) of those publications.
 - 5.1.3. Have a fully integrated, upstream and downstream service, such as pre-press, printing, bindery and mailing or shipping.
 - 5.1.4. Have production redundancy, either through additional facilities or strategic partnerships, allowing production to continue in the event of a disaster.
 - 5.1.5. Have a history of implementing new technologies to improve product and/or reduce costs. *Respondent shall explain previous experiences related to technology implementation in [Exhibit D – Company Profile](#).*
 - 5.1.6. Shall have available the necessary qualified personnel, skills, qualifications, organization, facilities, equipment and supplies required to fulfill all requirements under this RFP and any resulting contract.
 - 5.1.7. Shall be in good financial standing. TPWD reserves the right to request a copy of the respondent's audited or un-audited financial statement.
- 5.2. **Preferred Qualifications:** TPWD prefers that Respondents have current industry certifications in quality control for proofing and printing. Respondent shall specify current certifications held with supporting documentation in their response, if applicable. The Respondent's certifications will be evaluated and scored accordingly. Awarded contractor is expected to maintain certifications specified in their response throughout the term of the contract.
- 5.3. **Key Personnel:** Customer Service Representative (CSR): CSR shall have a minimum of three (3) years' experience within the last five (5) years with printing and production services for a four-color magazine, plus at least two (2) years with the Respondent in the capacity of CSR.
- 5.4. **Supporting Documentation:** Respondent shall complete and submit [Exhibit D – Company Profile](#), [Exhibit E – Key Personnel](#), [Exhibit F – Past Projects with Corresponding References](#) with proposal to provide documentation to support the above qualifications. (Ref: [Section II, Subsection 3.3](#).)

6. DEFINITIONS

CASS – Coding Accuracy Support System. Software used to verify that an address is a deliverable address by the United States Postal Service (USPS) and to update addresses that have been renamed or renumbered in accordance with USPS regulations.

Co-Mail – Combing mail efforts with other outgoing mail to achieve maximum USPS discounts. May also be referred to as co-mingling and other terms.

CSR – Customer Service Representative

CT – Central Time

DMM – Domestic Mail Manual from the USPS

FSC – Forest Stewardship Council (for responsible forest management practices — in this case, for paper production)

FTP – File Transfer Protocol (or SFTP Secure File Transfer Protocol)

IM – Intelligent Mail barcode

IMM – International Mail Manual from the USPS

IPA – International Prepress Association

NAPIM – National Association of Printing Ink Manufacturers, which is the national trade association for the printing ink industry

PAVE – Presort Accuracy Validation and Evaluation certification that provides a common platform to measure the quality of presort products and determines accuracy in sorting address files according to the requirements set forth in the DMM.

PEFC – Programmed for the Endorsement of Forest Certification, which is a non-profit, non-governmental forest certification organization to promote sustainable forest management

SERVICE BUREAUS – Circulation marketing, fulfillment and other vendors

SFI – Sustainable Forestry Initiative, which is the purchasing of paper products for printing from responsible sources and audited by a third party

SIGNATURE – A group of pages that are printed, most likely on both sides of a single sheet of paper that once folded, trimmed, bound and cut, become a specific number of pages.

SWOP – Specifications for Web Offset Publications. Production standards, as a minimum, shall be used as a guide for production of the Magazine.

TPWD – Texas Parks and Wildlife Department, which is the publisher of materials in this solicitation

TPWM – *Texas Parks & Wildlife* magazine in the Communications Division of TPWD (includes also an assigned representative)

USPS – United States Postal Service

UV COATING – Ultra-violet coating used as a type of paper finishing

NOTE: Refer to *Section III, Subsection 1 - Definitions* for additional definitions of terms and acronyms.

7. SCOPE OF WORK AND SPECIFICATIONS

Contractor will provide printing and distribution services to meet the following magazine needs.

7.1 GENERAL SERVICE REQUIREMENTS:

7.1.1 TPWM designs a 4-page cover using 100# book weight, 87 brightness gloss cover paper; Inside pages are printed on 40# weight, 80-82 brightness gloss text paper. Printing press run is approximately one hundred seventy thousand (60,000) copies. The press run will vary by issue of several thousand copies. TPWM produces 10 issues annually. January/February and August/September are combined issues.

(Respondent may provide other paper options with samples, if there are other paper stocks within the same price range.)

- 7.1.2 Typical base magazine size is fifty-six (56) pages, plus four (4) page cover. Binding is saddle stitched. All pages are full color. An additional four (4), eight (8), or sixteen (16) pages signature, or more, may be added for more editorial and ad content. Design factors may require simultaneous five (5) or six (6) color printing with masks; cover paper must have UV or comparable protective coating or finish, and metallic inks and/or spot color on Cover 1. Printing overruns of selected four (4), eight (8), sixteen (16) or thirty-two (32) page centers, if needed.
- 7.1.3 Paper stock: Standard and optional paper specifications are provided in *Section I, Subsection 7.4 - Paper*. NOTE: There is a possibility that TPWM will consider other paper options, such as 86-88 brightness, 50# inside, especially if the Respondent can offer acceptable quality and provide substantial paper savings to TPWD. Paper quality must be comparable to the specifications provided in *Section I, Subsection 7.4*. If paper options are offered, the Respondent must provide samples of each paper option offered. Please refer to *Section II, Subsection 3.3.8 - Samples* for more details. Respondent shall provide pricing for standard and other paper stock options on *Exhibit C – Compensation and Price Schedules*.
- 7.1.4 Contractor will provide the following additional services, as needed by TPWM:
- 7.1.4.1 Printing and binding of six (6) or eight (8) page Gatefold signatures inside pages, if needed. Gatefolds are full size with the exception of the page where the first fold is.
 - 7.1.4.2 Printing and binding of six (6) page or eight (8) page Gatefold cover pages, if needed. Gatefolds are full size.
 - 7.1.4.3 Printing split-run covers, offset printing capabilities, variable printing of customized lots for custom headlines, images or ads from a data merge.
 - 7.1.4.4 Insertion of blow-in and bound-in reply cards: One or two blow-in cards and up to 4- card spread of bind-in cards. *Samples are provided on Attachment C*.
 - 7.1.4.4.1 Respondent may offer to print the bind-in or blow-in reply cards to be inserted into the issues. TPWD will evaluate responses to determine if award of this line item based on best value to the State. TPWD reserves the right to award this line item or contract from a third party.
 - 7.1.4.5 Attachment services, including poly-bagging of special offers and premiums or letters and envelopes with certain allotments. *Samples are provided in Attachment D*.
 - 7.1.4.5.1 Respondent may offer to print these attachments such as booklets, letters, envelopes and other printed forms, at the request of TPWM. TPWD may determine that it is in the best interest of the State to utilize this service. The cost and availability of the service proposed by the Respondent will be evaluated accordingly.
 - 7.1.4.6 Attachment of cover-wraps and mailing to select subscribers. Especially, renewal offers and last issue notices.
 - 7.1.4.7 Pricing for the additional services specified above should be provided by Respondent on *Exhibit C – Compensation and Price Schedules*. Pricing for additional services will not be part of the price evaluation. However, a Respondent's ability to provide additional services may be considered in determining best value.
- 7.1.5 Contractor shall provide binding and trimming capabilities to include:
- 7.1.5.1 Saddle stitch,
 - 7.1.5.2 Perfect binding, as needed.
- Further details are provided in *Section I, Subsection 7.7*.

- 7.1.6 Contractor shall provide shipping capabilities to include shipment of large quantities to limited addresses and small quantities to many addresses. Note: These are in addition to the subscriber addresses. *Sample of distribution list is provided in Attachment B.*
- 7.1.7 Delivery to most convenient point of entry if co-mailing savings can be achieved; must use the most cost-effective method to provide best value to TPWM and provide savings documentation with the invoice to confirm this. Respondent should provide a sample invoice with their response as requested in *Exhibit G - Technical Proposal*.
- 7.1.8 Provide explanation of co-mailing capabilities and procedures. **Important:** Compare prices to determine if co-mailing is a better value than drop shipping to a Texas or printer local USPS entry point. ***Include co-mail expenses and savings in Exhibit G – Technical Proposal.***
- 7.1.9 Printing address on magazine, per postal regulations (or equivalent addressing methods of mailing labels or ink jetting), of subscribers and distribution lists.
- 7.1.10 Storage of materials for inserting into magazine or poly-bagging, such as bind-ins, blow-ins, and other attachments. TPWM plans a three or four-month supply (500,000 to 1,000,000 pieces) for each insert card print run, which will require receiving and storing at contractor's facility.
- 7.1.11 Storage of extra boxes of magazines for later shipping or fulfillment such as supplemental copies. (Storing up to 10,000 extra magazines from some issues until needed by TPWM.) This may occur up to two times annually. Once supplemental copies have been mailed, TPWM will advise whether to recycle or ship leftover copies to TPWM home office.
- 7.1.12 Collaboration with TPWM staff on workflow improvements to optimize PDF/pre-press submissions, output quality control, and delivery accuracy and timeliness. Contractor to provide color profiles.
- 7.1.13 Provide online review or proofing process in lieu of TPWM or third-party contractor attending press checks. However, in the event the printer does not meet the quality standards expected by TPWM, the printer will arrange for press checks at his expense for each issue to be attended by TPWM representative for short term by agreement. Respondent may request a recent issue of TPWM for acceptable quality.
- 7.1.14 Adherence at all times to SWOP specifications and recommended industry standards such as G7 Master Printer validation from Idealliance. Contractor will assist TPWM in updating printing profiles and matching International Color Consortium (ICC) color management.
- 7.1.15 Employ best plate making or digital technologies.
- 7.1.16 Capable of preparing label data in accordance with USPS DMM (Domestic Mail Manual) and IM (Intelligent Mail barcode) requirements and any new USPS standards as they are developed.
- 7.1.17 Employ CASS and PAVE (Pre-sort mail standards) verified address and sorting systems.
- 7.1.18 Ability to print customer address data directly onto covers or false covers or label.
- 7.1.19 Ability to drop ship to a USPS entry point in Texas (or through the printer's nearby periodicals point of entry depending upon the best value).
- 7.1.20 Contractor's press and plant must routinely meet or exceed SWOP specifications and currently recommended standards.
- 7.1.21 Contractor, TPWM and paper supplier (if applicable) will explore options to print on environmentally certified paper stock (up to tri-certified paper: FSC, SFI, and PEFC. See Definitions in Section 6) and use of soy-based inks.
- 7.1.22 Contractor has the right to perform services for others during the term of the contract, as long as they do not interfere with TPWM deadlines.

7.2 PREPRESS (PREPARATION OF MATERIALS RECEIVED):

- 7.2.1 TPWM will deliver final digital files directly to the Contractor based upon the profiles of the press.
- 7.2.2 Contractor shall work with TPWM in coordinating and receiving digital files.
- 7.2.3 Contractor shall communicate directly with TPWM on any problems or concerns that may occur during production. If problems occur related to materials delivered by the prepress vendor, the printing vendor shall communicate with TPWM as soon as possible.
- 7.2.4 Contractor should be capable of providing online soft proof files before printing for a final review by TPWM. TPWM would prefer online imposition proofs, if possible.

- 7.2.5 Contractor shall be capable of receiving and sending digital files at high speeds via SFTP or other technology.

7.3 PRESS RUN:

- 7.3.1 TPWM will notify the Contractor for each issue of the number of copies to be printed, the cover finishes, and how the issue is to be split and distributed.
- 7.3.2 Contractor may be assigned the scope of work to print the number of copies with optional onserts, inserts, bind-in and blow-in treatments, and/or attachments to be polybagged for each issue as instructed by TPWM. Only exact quantities will be accepted for payment. No percentage of overrun or underrun is acceptable. (TPWM may provide insert cards, forms, and other attachments printed and mailed by a third party to the Contractor.)
- 7.3.3 After the magazine has been printed, the Contractor shall have a maximum of three (3) working days to complete the necessary bindery work to ship or mail the magazines, with the exception of possible supplemental magazine mailings, which are done at a later date.
- 7.3.4 TPWM will not accept or make payments for any overruns or bindery spoilage on any marketing or related product production, including catalogs.

7.4 PAPER: The Contractor shall:

- 7.4.1 Use book/text and cover paper free of ground wood with the following standards.
- 7.4.2 Paper Stock for Printing Option 1:
- 7.4.2.1 Standard Cover 1: Use Premium Number 3, 100-pound (100#) book weight, gloss, white color, with target brightness of 87, or better or TPWM approved substitute.
- 7.4.2.2 Standard Inside Pages: Use Premium Number 4, 40-pound (40#) weight, gloss, white color, with target brightness of 80, or better or TPWM approved substitute.
- 7.4.3 Paper Stock for Printing Option 2:
- 7.4.3.1 Standard Cover 1: Use Premium Number 3, 80-pound (80#) book weight, gloss, white color, with target brightness of 86, or better or TPWM approved substitute.
- 7.4.3.2 Standard Inside Pages: Use Premium Number 3, 50-pound (50#) weight, white color, with a target brightness of 82, or better or TPWM approved substitute.
- 7.4.4 Provide the brand of the paper used for printing text and covers and the quantity of paper used in each issue on the invoice.
- 7.4.5 There is a possibility that TPWM will consider other paper options, such as 86-88 brightness, 50# inside. Paper quality must be comparable to the specifications provided above. Especially if the Respondent can offer acceptable quality and provide substantial paper savings to TPWD. If paper options are offered, the Respondent must provide samples of each paper option offered. Please refer to *Section II, Subsection 3.2.4 - Samples* for more details. Respondent shall provide pricing for standard and other paper stock options on *Exhibit C – Compensation and Price Schedules*.
- 7.4.5.1 If optional paper stock is offered, TPWM may select any of the offered paper stock for the issue at their own discretion throughout the term of the contract. Paper will be selected based on best value for the State. Best value may be determined as cost savings and/or paper quality.
- 7.4.6 Cover 1 shall include UV coating or comparable process. Contractor shall provide description and benefit profile of any comparable coating if UV is not available.
- 7.4.7 Contractor shall obtain prior written approval from TPWM for all paper substitutions prior to usage. Comparative data of the papers specified, and the substituted stock shall be evaluated as to brightness and opacity. Contractor shall submit the information on the proposed substitute paper, as well as the paper manufacturer's name and mill location. For substitutes, TPWM will only consider a paper meeting or exceeding the original contract specifications.
- 7.4.8 TPWM reserves the right to coordinate with the Contractor to substitute paper not listed herein, during the term of the contract. In such case, Contractor shall present samples and pricing to TPWM to determine if it is acceptable at the sole discretion of TPWM.

- 7.4.9 TPWM reserves the right to provide paper to the printer by purchasing and delivering in advance from a third party.
- 7.4.10 Respondents may provide optional paper stock with a separate description and pricing for sustainable paper products or other optional paper stock as specified above using *Exhibit C – Compensation and Price Schedules*. Respondent must include paper specifications or samples with their response, if offered. Respondents inability to provide these additional services may be part of the evaluation process.

7.5 INKS:

- 7.5.1 Ink used to print the magazine on heat-set web offset presses shall match the colors of the SWOP/NAPIM official processing inks and have physical properties that enable the web printer to meet SWOP print quality control parameters while maintaining web press performance requirements. Soy-based or other environmentally sensitive inks are preferred.
- 7.5.2 Contractor shall use black and color inks equal to IPA #1 selection of heat-set web offset process inks, or equivalent, and in conformance with SWOP specifications, to be approved by TPWM.
- 7.5.3 Inks shall be high quality and high gloss. Inks used on the cover shall be high strength cover inks to provide maximum protection as well as quality. Inks used in the body shall be high quality inks for maximum reproduction and gloss finish.
- 7.5.4 Respondent shall describe digital printing opportunities, if available, and ink types associated with the process. If offered, Respondent should provide pricing as specified in *Exhibit C – Compensation and Price Schedules*.

7.6 MAGAZINE DESIGN:

- 7.6.1 The magazine shall be trimmed on three (3) sides to 8.125 x 10.875 inches.
- 7.6.2 TPWM reserves the right to alter the size of the magazine during the term of the contract.
- 7.6.3 Trimming shall be to 1/16-inch tolerance in all cases. If the trimming is not within the tolerance, the number of magazines affected shall be deducted from the Contractor's invoice.
- 7.6.4 Additional elements may be included in an issue's design at TPWM's direction. Contractor shall be required to include the treatments if ordered.
- 7.6.5 Gatefolds: **Services may be requested on an as-needed basis.** Occasionally, gate-fold options may be exercised by advertisers or TPWM. Contractor shall include gatefold options in the Contractor's price list, based upon the quantity in the press run. Respondent shall provide pricing in *Exhibit C – Compensation and Price Schedules*.
- 7.6.6 Special sections printed on different paper: From time to time, TPWM may print sections on different paper. Contractor shall supply various optional papers, if ordered. Respondent should specify the types of paper stock available and pricing in *Exhibit C – Compensation and Price Schedules*.

7.7 MAGAZINE BINDING: Contractor shall perform the following:

- 7.7.1 Saddle wire stitch with three stitches.
- 7.7.2 Trim and fold with variations not more than 1/16 inch.
- 7.7.3 Press score cover to prevent "cracking" on the outside edge.
- 7.7.4 Use high folio or low folio binding options, if requested by TPWM.
- 7.7.5 Perfect binding, if requested by TPWM. **Service may be requested on an as-needed basis.** Respondent should include pricing with *Exhibit C – Compensation and Price Schedules*.

7.8 ONSETS: **Services will be requested on an as-needed basis.** When requested by TPWM, Contractor shall: Print onsets (sometimes referred to as label carriers) for all splits as requested in writing by TPWM. There may be multiple onsets per issue mailing. Contractor shall place the onset onto the magazine and then encase the onset and magazine in a poly wrap. Quantities of certain onsets may be overprinted for multiple usages in future issues. Contractor may be required to store and maintain up to a six-month (6) supply of onsets for ongoing use.

7.9 COVER WRAPS: **Services will be requested on an as-needed basis.** When requested by TPWM, the contractor shall:

- 7.9.1 Supply and print cover wraps. Magazine subscribers may receive notices affixed to a false cover or wrap during their subscription term. The Contractor shall be able to supply, print, or inkjet information from data files onto a false cover, wrap or magazine cover. Contractor may be required to store and maintain up to a six-month (6) supply for ongoing use.
- 7.9.2 Optional: Describe and submit prices on belly band options to wrap around cover.
- 7.10 POLY WRAPS: *When requested by TPWM*, Contractor shall:
 - 7.10.1 Encase designated magazines (all or a portion) in a poly wrap and prepare and mail.
 - 7.10.2 Use poly wraps meeting USPS requirements for mailing and scanning capabilities. Recyclable wraps preferred.
 - 7.10.3 Provide poly wrap options that include single color printed poly wraps.
 - 7.10.4 Insert other materials in addition to the Magazine into the poly wrap, as requested by TPWM. The inserted materials will not exceed the size of the magazine. Respondent should provide pricing for this service on or with *Exhibit C – Compensation and Price Schedules*.
 - 7.10.5 Prepare promotional mailings, such as poly-bagged magazines with a letter and business return envelope (BRE), as needed.
 - 7.10.6 Attach additional multi-page booklet via poly wrap occasionally.
 - 7.10.7 Sample of poly wrap with additional attachments is provided in *Attachment D*.
- 7.11 SPECIAL INSERTS AND COVERS: **Services may be requested on an as-needed basis.** *When requested by TPWM*, Contractor shall:
 - 7.11.1 Bind-in Cards: Insert bind-in cards provided by a third-party vendor, if applicable, as requested in writing by TPWM. Samples are provided in *Attachment C*.
 - 7.11.2 Blow-in Cards: Insert blow-in cards provided by a third-party vendor as requested in writing by the TPWM.
 - 7.11.3 Holiday Cover Wraps: Supply and print holiday cover wraps, as requested by TPWM. 75# paper stock, 4/4; final trim to magazine trim, label carrier. Colors to be determined: 4C/4C; 4C/1C; 2C/2C; 2C/1C.
 - 7.11.4 Other Cover Wraps: Supply and print other cover wraps, as requested by TPWM. 75# paper stock, 4/4; final trim to magazine trim, label carrier. Colors to be determined: 4C/4C; 4C/1C; 2C/2C; 2C/1C.

There is a possibility that TPWM will consider printing services for the bind-in, blow-in cards, and other attachments. Respondent may propose pricing for the printing of these cards in *Exhibit C – Compensation and Price Schedules* and TPWM will evaluate and determine if the service will provide best value to the agency. If elected, these services may be requested on an as-needed basis.

When requested by TPWM, the contractor shall:

- 7.11.5 Bind-in Cards: Supply and print bind-in cards. Printing options to include:
 - 7.11.5.1 Option 1: 1-up; 16.875" X 3.875"; includes 0.125" trim; 0.375" hi-folio lap. (Trim size: 16.25" X 3.75".) *Respondent to provide pricing for Option 1 on Exhibit C - Line Item 16*; 75# paper stock; 4C/4C; 4C/1C; 2C/2C; 2C/1C.
 - 7.11.5.2 Option 2: 2-up; 16.25" X 7.375"; includes 0.125" trim on each side; 0.25" hi-folio lap. *Respondent to provide pricing for Option 2 on Exhibit C - Line Item 17*, 75# paper stock; 4C/4C; 4C/1C; 2C/2C; 2C/1C.
- 7.11.6 Blow-in Cards: Supply and print blow-in cards. Printing shall use the 75# paper stock, 6" X 4.25" 1/1 or 2/1. Colors to be determined: 4C/4C; 4C/1C; 2C/2C; 2C/1C.
- 7.11.7 Attachments: Supply and print booklets, letters, envelopes and other printed forms, at the request of TPWM. Specifications are provided as follows:
 - 7.11.7.1 12-page four color booklet, self-cover on 70-pound gloss #3 paper;
 - 7.11.7.2 Lettershop services for 8.5" X 11" paper forms, four color pre-printed and black laser printing;
 - 7.11.7.3 #10 window envelope, black ink only; and/or
 - 7.11.7.4 Black with one additional color ink; #9 envelope black ink only.

- 7.12 **COLOR PROOFS:** TPWM does not use paper color proofing. However, in the event a question arises concerning TPWM submitted PDFs, the Contractor may be asked to provide a paper proof. Some of the options offered may include:
- 7.12.1 Provide scatter proofs of photographs being used in the magazine, if requested by TPWM. Various sizes of photos may require proofing, from less than half page to two-page spreads. Small photos may be combined into one proof.
 - 7.12.2 Provide full-page paper proofs of the final color files up to the entire issue (60 pages or more), as requested by TPWM.
 - 7.12.3 Send proofs via overnight mail/shipping to expedite the production schedule. Contractor will bill TPWM for the expenses on the issue's invoice.
If alternatives may be offered to the options listed above, the Respondent must specify those alternatives in their response in *Exhibit G – Technical Proposal* with pricing provided in *Exhibit C – Compensation and Price Schedules*. Alternatives will be evaluated and scored accordingly.
- 7.13 **OPTIONAL PRESS APPROVALS:**
- 7.13.1 TPWM may elect to be present or to be represented during the press approval and print run for the first three (3) issues printed; and spot checks thereafter, if the print quality does not meet standards acceptable to TPWM.
 - 7.13.2 TPWM representative may choose to approve each form (signature) on press prior to binding.
 - 7.13.3 No forms produced prior to signature approval shall be saved or bound into magazines without authorization from the TPWM's representative.
 - 7.13.4 Forms not meeting the standards of the original approved form shall be marked at the press and pulled from the press run.
 - 7.13.5 TPWM's representative shall be allowed to view the printing and conduct press approval in the pressroom if necessary. Printing of the entire press run shall retain the quality of the original, approved form.
- 7.14 **MAGAZINE PACKING AND DELIVERY:** The contractor shall:
- 7.14.1 Use new boxes, minimum 200-pound test, uniform in size and contain an equal number of Magazines.
 - 7.14.2 Pack boxes to weigh a maximum of forty (40) pounds per box.
 - 7.14.3 Pack contents in boxes to prevent shifting or damage during shipment.
 - 7.14.4 Change the number of magazines packed per box as requested by TPWM, if the number of printed pages per issue changes significantly during the contract term.
 - 7.14.5 Reinforce boxes using tape on all sides, top and bottom.
 - 7.14.6 Label boxes on one side (not on top), indicating name of the magazine, quantity enclosed, and the date of the issue (month and year).
 - 7.14.7 Load pallets a maximum of four (4) feet in height from the floor.
 - 7.14.8 Shrink-wrap each pallet and include a minimum of one copy of the shipping manifest on the top of each pallet.
 - 7.14.9 Be responsible for defective shipments. Payment will not be made for magazines arriving damaged. TPWM may refuse to accept any shipment of any magazines on pallets or in boxes that do not meet the packing and/or pallet specifications herein. Or, the TPWM may elect to allow the defective shipment to be unloaded at the TPWD's facility, so that TPWD may contract with a third party to correct the Contractor's defects. All expenses incurred by TPWD in an effort to correct the Contractor's packaging and shipping defects shall be considered LIQUIDATED DAMAGES and the actual damages shall be deducted from amounts payable to the Contractor. These liquidated damages shall be in addition to damages resulting from late delivery. These same stipulations shall apply to any product ordered under the terms of the contract.
 - 7.14.10 **Newsstand Copies:** Deliver approximately 3,000 – 6,000 copies, F.O.B. destination, pre-paid and added, each month to wholesalers/distributors throughout the United States. This amount is subject to change in the future as newsstand requirements change. Actual freight and parcel delivery service costs shall be PREPAID and billed as a separate line item on the printing invoice. **Receipts for actual freight costs**

shall be attached to the invoice. A sample of the quantities being shipped to the various newsstand wholesalers listed in the print order on *Attachment B*.

7.14.11 TPWM Office Copies: Deliver approximately 500 copies, F.O.B. destination each month to TPWM Headquarters, at 4200 Smith School Road, Austin, Texas, 78744. Magazines are to be shrink- wrapped or bundled 25 per pack and packed 50 to 100 copies per box. Freight costs shall be pre-paid and invoiced as a separate line item on the invoice. **Receipts for actual freight costs shall be attached to the invoice.**

7.14.12 Additional Shipping Locations: Deliver additional copies in addition to the TPWM and Newsstand distribution copies. See a sample of the additional shipping locations *Attachment B*.

7.14.13 Tear Sheets may be boxed in one box. Up to ten (10) each tear sheets of the cover signature all four (4) pages and up to ten (10) each the remainder of the signatures.

7.15 MAILING: The Contractor shall:

7.15.1 Receive presorted subscriber mailing label information in zip-code order by FTP files per issue, unless supplemental mailings occur occasionally as requested by TPWM or TPWM's Service Bureau (with permission from TPWM). The magazine qualifies for Periodicals, Government/Non- Profit Preferred Rates.

7.15.2 Mail the Magazine using the USPS Periodicals regulations. Different splits of the same issue may have different advertising content.

7.15.3 TPWM will calculate the advertising percentage for each issue according to USPS DMM regulations. The Contractor will verify information before dropping at the mailing facility.

7.15.4 Be capable of preparing the subscriber label data according to (USPS) regulations, maximizing the postal discounts available. Be capable of preparing domestic mailings as required by the USPS, as well as foreign mail as required by the IMM. All other classes of mailing material shall be prepared in accordance with the current USPS postal regulations as specified in the USPS DMM.

7.15.5 Be capable of drop shipping to remote postal entry points, if necessary.

7.15.6 Mail copies in the monthly mailing (main file) from a USPS entry point in Texas or from an entry point to be established near the Contractor's press location, especially if co-mail services are used. TPWM will notify Contractor each month as to how many magazines will be mailed and will provide the necessary breakouts for the mailings in a print order.

7.15.7 Mail magazines to foreign countries. Contractor shall prepare the mailing in accordance with the surface mail specifications in the USPS IMM.

7.15.8 Provide all necessary facilities and equipment to provide in-plant verification for drop shipment of magazines. Contractor shall prepare all copies of the magazine for mailing and distribution.

7.15.9 Prepare promotional mailings, if necessary, such as poly bagged magazines with a letter and business return envelope (BRE).

7.15.10 Barcode all mailed magazines according to USPS regulations to maximize postal discounts.

7.15.11 Be responsible for expenses incurred by TPWM attributable to the Contractor's mailing of magazines with no labels, blank labels, defective labels or duplicate labels, including any return mail expenses related to such labeling errors. Such expenses shall be considered LIQUIDATED DAMAGES and the actual damages shall be deducted from amounts payable to the Contractor.

7.15.12 By special request, a mail.dat file may be provided to calculate co-mailing savings if respondent signs a non-disclosure agreement. The file will be sent via secure SFTP to a representative of the respondent.

7.16 POSTAGE: TPWM to pay postage using USPS Enterprise Payment System (EPS) to cover all mailing. TPWM reserves the right to fund such postal account directly, or if necessary, to reimburse the Contractor for the Contractor's actual expense in funding of the account on the behalf of TPWM. Any such reimbursement shall be shown as a separate line item on the Contractor's invoice and shall be accompanied by documentation substantiating the placement of Contractor's funds into the TPWM postal account. TPWM will cover the cost of any postal permits required at the USPS distribution point.

7.17 TECHNICAL SERVICES AND COORDINATION:

- 7.17.1 Contractor and any subcontractor shall have a person on-call between the hours of 8:00 a.m. and 6:00 p.m., Central Time, Monday through Friday, who shall be responsible for and have authority with respect to all elements of the magazine. This coordinating representative shall work closely with TPWM. In order to maintain operation continuity in the case of equipment failure, the Contractor shall provide in-house technical service personnel as needed on a twenty-four hour, seven-day-a-week basis, or during all the operating hours of the Contractor.
- 7.17.2 Contractor shall select a person with extensive experience (at least five (5) years) with printing a four-color magazine and at least two (2) years with Contractor in the capacity of customer service representative (CSR). Contractor's CSR shall be the exclusive liaison between the magazine staff and the various printing and other Contractor provided services, such as pre-press, fulfillment, and delivery. Contractor shall not change the representative without first presenting documentation showing the replacement meets the minimum qualifications above.
- 7.17.3 If the CSR cannot resolve a production problem at Contractor's facility within four (4) hours of notification, the problem shall be immediately presented to a higher level of support or management for resolution. If production problems continue, Contractor shall assign another qualified person to be the CSR at the affected facility. Replacement personnel shall be approved by TPWM prior to beginning work.
- 7.17.4 At intervals to be determined by TPWM, Contractor's sales, customer service representatives and technical management personnel may be required to meet in Austin, Texas, with magazine staff to review performance, delivery, and production status; to consider new developments in the printing industry; and to resolve any production problems that may exist. Contractor shall be responsible for all travel arrangements and expenses for its personnel.

7.18 PRODUCTION SCHEDULE AND DEADLINES:

- 7.18.1 Respondent shall submit *Exhibit I - Proposed Production Schedule* with the Response submission to confirm the ability to meet the schedule or to propose a reasonable alternative.
- 7.18.2 The production schedule shall take into account:
 - 7.18.2.1 Newsstand copies shall be shipped in accordance with the Newsstand Schedule provided by TPWM. Generally, the schedule will be made available at least six (6) months in advance. The newsstand copies shall be sent to the wholesalers at least ten (10) working days prior to the on-sale date. On-sale dates are generally around the 20th and the 25th of the month but may vary between the 15th and the 27th of each month depending on the number of weeks in each month. This schedule may be subject to change.
 - 7.18.2.2 Subcontractor's delivery and production schedules, if any.
 - 7.18.2.3 Third party delivery and production-schedules, if any.
 - 7.18.2.4 Supplemental magazine mailings, if necessary.
- 7.18.3 Final production schedule and delivery requirements will be mutually agreed upon between TPWM and Contractor (anticipated to occur within 30 days after contract award). This schedule is subject to change.
- 7.18.4 Contractor shall meet deadlines as set by TPWM. The tentative schedule for the magazine issues is provided as a sample service schedule with deadlines. Additional issues will follow a similar schedule. *Respondent must update the production schedule attachment according to their business practices and experience. Refer to Exhibit I – Proposed Production Schedule.*

7.19 PRODUCTION DELAYS:

- 7.19.1 Contractor shall immediately notify TPWM of any anticipated strike, lockout, or other plant difficulties that may cause stoppages, slowdowns, or diminished quality of the services. Contractor shall provide written details within twenty-four (24) hours from the initial notification. This would allow TPWM to make alternate arrangements for work to be performed on the Magazine during any anticipated work stoppages.
- 7.19.2 Production so moved shall not be returned to the Contractor until such time as the Contractor has furnished assurances that satisfy TPWM of its capacity to resume full performance of the work.
- 7.19.3 If any of the causes described in *Paragraph 6.19.1 above*, whether beyond the control of Contractor, or not, continue for a period of more than sixty (60) calendar days, TPWM may terminate the contract. The

Contractor shall be responsible for all costs incurred by TPWD, including increased production prices, resulting from the cancellation of the contract.

- 7.19.4 In the case of delays attributable to the actions or inactions of the Contractor, the Contractor is responsible for all increased costs to TPWD resulting from such delays.
- 7.19.5 TPWM shall not be liable or responsible to Contractor for delays or failures in furnishing materials occasioned by causes beyond its control and not due to its fault or negligence, including without limitation, war, natural disasters, fires, strikes, lockouts, government and public acts, computer viruses, computer disk crashes, and inability to obtain necessary materials, utilities, or carrier space. TPWM may, in such instances, reasonably extend deadlines to enable the Contractor to produce finished product and meet delivery requirements. Contractor shall coordinate with TPWM on such extensions.
- 7.19.6 Move all completed work, work-in-progress, proofs, artwork, and other materials and supplies intended for use in preparing the uncompleted work to another production facility in the event of any work stoppages at no cost to TPWD, if requested in writing by TPWM.
- 7.19.7 Provide written assurances satisfying TPWM that full performance of the service can be resumed without further incident. TPWM will approve the move back to the original production facility in writing prior to any work, in whole or in part being moved.

7.20 QUALITY ASSURANCE PLAN:

- 7.20.1 Respondent shall submit a proposed Quality Assurance Plan with their proposal submission. Refer to *Exhibit H – Quality Assurance Plan*.
- 7.20.2 Contractor shall provide a comprehensive, continuous, and measurable quality assurance program.
- 7.20.3 Quality Assurance Plan shall include:
 - 7.20.3.1 Strategies and processes to promote quality.
 - 7.20.3.2 Procedures to periodically measure and report quality performance to TPWM throughout the contract period.
 - 7.20.3.3 How often the contractor conducts internal audits and engages external audit firms to conduct audits of its operations.
 - 7.20.3.4 Controls to be used within the project to assure quality and consistency throughout the life of the project.
- 7.20.4 TPWD will evaluate the Quality Assurance Plan and will verify the preparation, proofing, and printing process:
 - 7.20.4.1 The final trim size falls within one sixteenth (1/16) inch tolerance on all sides
 - 7.20.4.2 The colors on the printed pages meet or exceed accepted quality performance
 - 7.20.4.3 Signatures are bound in proper order
 - 7.20.4.4 Elements on pages do not drop out (for example postscript errors)
 - 7.20.4.5 Uniform ink coverage on the printed pages
 - 7.20.4.6 Black on black ink is set to knockout

7.21 DISASTER RECOVERY PLAN:

- 7.21.1 Respondent shall submit a proposed Business Continuity and Disaster Recovery Plan with their proposal submission. Refer to *Exhibit J – Business Continuity and Disaster Recovery Plan*.
- 7.21.2 Contractor shall design, and update as needed, a disaster recovery plan meeting the approval of the TPWD. The disaster recovery plan shall include, but not be limited to, material backups as needed for publishing magazines, records and billing information, alternate print schedule, back- up facilities, and the return of all materials belonging to TPWD. Disaster plans for all subcontractors shall be included and made available to TPWD upon request.

7.22 DELIVERY AND LIQUIDATED DAMAGES:

- 7.22.1 Within thirty (30) days following the Date of Award, the Contractor and TPWM shall mutually agree upon the production schedule and delivery requirements.
- 7.22.2 The time set forth for the delivery of the magazine is an essential element of the contract. If the Contractor fails to deliver on time, the Contractor shall be liable to the TPWD, not as a penalty, but as liquidated

damages for a sum up to one thousand dollars (\$1,000) per day until delivery is completed. TPWD may deduct liquidated damages from any monies due the Contractor under the terms of the contract.

- 7.22.3 Shipping shall be FOB destination, freight prepaid and added. Invoices shall show freight or shipping as a separate line item. Shipping verification documents shall be attached to the invoice. The magazine will submit final print order instructions prior to each issue's printing.
- 7.22.4 Providing products or materials which do not meet all specification requirements does not constitute delivery. Delivery does not occur until the Respondent delivers products or materials in full compliance with the specifications to TPWM's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by TPWM. TPWM reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.
- 7.22.5 In the event printing errors occur, at TPWM's discretion, the issue may need to be reprinted or mutually agreed credit will be applied to invoices.

7.23 TRANSFER OF PRODUCTION: Contractor shall:

- 7.23.1 Obtain prior written approval from the TPWM before transferring any production work, in whole or in part, from the primary production facility.
- 7.23.2 Pass any savings on to TPWD if such transfer results in lower production costs. The prices affected shall be immediately adjusted on the Contractor's invoices.
- 7.23.3 Transfer the work back to the primary production facility within 30 calendar days of a written request from TPWM, at no additional cost to TPWD if at any time in TPWM's judgment, the standards of quality, efficiency of production, or timely delivery of the Magazine diminish, costs increase or the Magazine's operation efficiencies are impaired. If TPWM determines the standards of quality, efficiency of production and delivery have not been maintained or improved by the move the contract may be canceled.

7.24 TRANSITION OF TPWD PROPERTY:

- 7.24.1 Property of TPWD: All production materials supplied to or developed by the Contractor as a result of this solicitation are the property of TPWD and shall be returned promptly and in good condition at the written request of TPWD. Contractor shall be responsible for all damages during the period the materials are in the Contractor's possession, including but not limited to, when at the Contractor's location or at any subcontractor's location. If damaged or lost, the material shall be replaced at no cost to TPWD.
- 7.24.2 Return of Production Materials: Return or recycle all materials at the written request of TPWM at TPWD's office in Austin, Texas using a method of shipment selected by TPWM. If overnight delivery is selected, TPWM will reimburse Contractor for the overnight delivery cost to return the materials.
- 7.24.3 Cancellation or Termination of the Contract: At the end of the contract term or if the contract is canceled by either party, the Contractor shall return all TPWD property to TPWD or transfer all TPWD property to the TPWD designated Contractor immediately upon TPWD's request, at the agreed upon service fee.

8. PRODUCTION CHANGES

8.1 CHANGES IN PRODUCTION PROCESS:

- 8.1.1 TPWD and the Contractor may make changes to the work described herein as may be necessary to achieve the highest quality of production by the most efficient and cost-effective means; or to include different elements or special features that were not contemplated or fully developed at the time of Award.
- 8.1.2 Contractor shall make all reasonable efforts to improve the quality and efficiency of its work and to keep abreast of new technology in the printing industry. The parties recognize that new developments in the industry may result in cost savings, and that the Contractor, with the approval of TPWM, is expected to implement to the extent practicable any new technological developments providing lower costs or improved product quality, with savings passed on to TPWD.
- 8.1.3 If the Contractor does not implement new technology which is available to TPWD elsewhere, TPWD reserves the right to remove from the Contractor's production facility that portion of the production

work affected by such new technology, without any liability or penalty to TPWM.

- 8.1.4 TPWD reserves the right to contract with third parties for the printing, production and delivery to the Contractor's production facility, of special items for inclusion and incorporation into issues of the magazine or within the poly wrap. Contractor shall cooperate with TPWD and any third party with whom TPWD may contract in the process of integrating and incorporating such materials into any issues of the magazine or poly wraps.
- 8.1.5 TPWD reserves the right to secure paper supplies independent of printer. The printer will incorporate the TPWD-supplied paper stock into the workflow within ninety (90) days. In the case of TPWD-supplied paper, paper cost would not be invoiced by Contractor.

8.2 PAPER PRICE ADJUSTMENTS:

- 8.2.1 Paper prices shall be firm for the first three (3) months. Price adjustments, both increases and decreases, may be allowed for each quarter thereafter.
- 8.2.2 Respondent shall propose a method by which paper price changes may be calculated using Producer Price Index (PPI) or other similar industry standard. Any such method shall have the following features:
 - 8.2.2.1 Shall be supported by documentation showing prior and current pricing.
 - 8.2.2.2 Shall include only those price changes that are universally applicable to all buyers of the type of paper used in the magazine's production, except that the Contractor may accept and pass on to TPWD, any special discounts offered by the Contractor's supplier.
 - 8.2.2.3 Shall be independently verifiable.
- 8.2.3 For the purpose of RFP evaluations only, the paper prices quoted in the RFP shall be presumed constant for the evaluation period. Contractors providing apparently unrealistic paper prices will be required to substantiate their pricing, or their proposal may be rejected.

9. **CONTRACTOR REQUIREMENTS**

- 9.1. Contractor shall facilitate receiving TPWM materials during the initial set up and transition phase. The transition of TPWM's property shall occur within an agreed upon time frame to assure the new contractor can begin providing services as required by TPWD.
- 9.2. Contractor agrees to conduct all its services under the awarded contract by and through appropriate communications with TPWD. No work, installation or other services shall be undertaken by Contractor except with the prior written authorization by TPWD. Contractor understands and agrees that work, installation or other service performed without prior written authorization of the TPWD is work outside the scope of this contract and shall be performed exclusively at Contractor's risk.
- 9.3. All production materials supplied to or developed by the Contractor as a result of this solicitation are the property of TPWD and shall be returned promptly and in good condition at the written request of TPWD. The Contractor shall be responsible for all damages during the period the materials are in the Contractor's possession, including but not limited to, when at the Contractor's plant(s) or at any subcontractor location. If damaged or lost the material shall be replaced, at no cost to TPWD.
- 9.4. Contractor shall provide service in accordance with requirements specified herein and the resulting contract(s) and adhere to the TPWD Terms and Conditions.
- 9.5. Contractor shall provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the contract.
- 9.6. Contractor is responsible for all costs incurred in the performance of the contract.
- 9.7. Contractor shall comply with all laws, ordinances, statutes and regulations pertaining to the services requested herein, and shall obtain such permits, licenses or other authorizations as may be required.

- 9.8. Return all materials at the written request of TPWM to TPWD's office in Austin, Texas, using a method of shipment selected by TPWM. If overnight delivery service is selected, TPWD will reimburse the Contractor for the overnight delivery cost to return the materials.
- 9.9. Contractor shall follow relevant safety rules and conduct the work in a safe manner.
- 9.10. Contractor shall remove State of Texas taxes for any goods or services requested in this solicitation. TPWD is a tax-exempt agency and a tax exemption certificate may be provided upon request.

10. TPWD RESPONSIBILITIES

- 10.1. TPWD will designate a Contract and Project Manager upon contract award.
- 10.2. TPWM will provide assistance as needed for the efficient and smooth transfer of all TPWM property, including but not limited to publications, documents, property, equipment and other material which TPWD retains ownership rights related to work provided under a previous or current contract.
- 10.3. TPWD will furnish no material, labor, equipment, or facilities unless otherwise provided for in this contract.

11. PERFORMANCE MEASURES

- 11.1. Contractor will be responsible for the performance of any contractual obligations that may result from an award based on this RFP and shall not be relieved due to non-performance of any or all subcontractor(s). By submitting a proposal, the Respondent commits to providing the goods and services required in the RFP. The successful Respondent(s) will be required to abide by TPWD policies, procedures, standards and guidelines relevant to the execution of this contract.
- 11.2. 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 RFP and the terms and conditions of the contract. All services and deliverables under the contract shall be provided at an acceptable quality level and in a manner consistent with acceptable industry standards, customs, and practices. In the event TPWD deems that the Contractor's performance does not meet an acceptable quality level of service and deliverables, TPWD may seek or negotiate remedies with the Contractor.

12. ADDING NEW PRODUCTS/SERVICES TO CONTRACT AFTER AWARD

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

13. MODIFICATIONS OF CONTRACT TERMS AND/OR AMENDMENTS

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

14. PRICE ADJUSTMENTS

14.1. Extension Period Pricing:

14.1.1. Unless already specified herein, a price escalation may be allowed upon renewal provided the vendor notifies TPWD Contracting Section, in writing. The price escalation request shall include a justification for the increase. The request will be reviewed and approved by TPWD in the form of an amendment to contract. Failure to comply with these instructions may be grounds for disallowance of a price escalation as allowed herein.

14.1.2. Upon receipt of the request, TPWD reserves the right to either: accept the escalation as supported by the appropriate price index and approve via an amendment to the contract, negotiate with the Contractor, or cancel the Contract if an agreement cannot be reached on the value of the increase.

14.2. Price Decreases: Price decreases will be allowed at any time. Contractor shall apply price decreases as soon as practicable following their determination. Any price reductions passed on to other customers shall be correspondingly offered at the same ratio to TPWD. Contractor's failure to promptly notify TPWD of such industry-wide price decreases may constitute a breach of contract and the contract may be canceled. TPWD reserves the right to award any canceled contract to the next lowest responsive respondent or re-bid, whichever is in TPWD's best interest.

15. INSURANCE

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

Type of Insurance	Each Occurrence/Aggregate
Workers Compensation	STATUTORY LIMITS
Employer's Liability Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$1,000,000 Ea. Accident \$1,000,000 Ea. Employee \$1,000,000 Policy Limit
Commercial General Liability General Aggregate Applies Per Project	\$2,000,000 Aggregate \$5,000 Medical Expense each person \$50,000 Damage to Premises Rented to You \$2,000,000 Products Completed Operations \$1,000,000 Personal & Advertising Liability \$1,000,000 Each Occurrence
Automobile Liability All Owned, Hired and Non-Owned Vehicles	\$1,000,000 Combined Single Limit

15.2. 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.*

15.3. The required coverage is to be with companies licensed in the state of Texas, with an "A" rating from A.M. Best, and authorized to provide the corresponding coverage.

15.4. Prior to the commencement of the job and not later than ten (10) days following award, the Contractor shall furnish to TPWD, for approval, a certificate of insurance as proof that the required insurance is in full force and effect. The certificate of insurance shall be sent to: Vanessa Contreras / Purchasing & Contracting, Texas Parks & Wildlife Department, 4200 Smith School Road, Austin, Texas 78744; purchasing.bidbox@tpwd.texas.gov.

16. SUBCONTRACTING

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

17. HUB SUBCONTRACTING PLAN

- 17.1. RESPONDENT MUST COMPLETE, SHOW A GOOD FAITH EFFORT, SIGN AND SUBMIT A HUB SUBCONTRACTING PLAN (**EXHIBIT B**) WITH THEIR RESPONSE SUBMISSION AND IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS. **FAILURE TO COMPLETE AND SUBMIT THE HUB SUBCONTRACTING PLAN (HSP) WITH THE RFP RESPONSE WILL RESULT IN DISQUALIFICATION OF THE RFP FROM CONSIDERATION.**
- 17.2. In accordance with Texas Gov't Code §2161.252 and 34 Texas Administrative Code §20.285, TPWD has determined that subcontracting opportunities are probable under this contract, and that the contract value may exceed \$100,000. This probability is based on HUB availability, HUB utilization, geographic location of the project, the contractual scope of work, or other factors. TPWD estimates the value of this contract to be greater than \$100,000 and further sets the HUB subcontracting goal at 26 % of the contract's value.
- 17.3. It is the Respondent's determination if they choose to subcontract any of the work under the contract with a Texas Certified Historically Underutilized Business (HUB) or other businesses. The Respondent shall identify all proposed HUB and other subcontractors at the time of response submittal by completing and submitting **Exhibit B – HUB Subcontracting Plan**.
- 17.4. A list of HUB subcontractors that may be able to perform the work identified as areas with potential subcontracting opportunities is attached to the HUB Subcontracting Plan forms. Respondents may also access a list of HUB subcontractors who may be able to perform this work by searching the Centralized Master Bidder's List (CMBL), as maintained by the Texas Comptroller of Public Accounts. The main CMBL search page is located here: <https://mycpa.cpa.state.tx.us/tpasscmbsearch/tpasscmbsearch.do>.
- 17.5. A few minority and women trade organizations and development centers are listed below that you may contact to announce your opportunity (as specified in the HSP, Method B). For a more complete list visit: <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

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

- 17.6. **Respondents are highly encouraged to contact TPWD HUB Administration at 512-389-4784 or hub@tpwd.texas.gov for assistance with completing the HSP forms, obtaining HUB lists if web access is not possible, and/or further explanation of the TPWD HUB program.**
- 17.7. **HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report:** After award of the contract, the Contractor shall report all HUB and non-HUB subcontractor information using the HSP Prime Contractor Progress Assessment Report form. The report shall be submitted to the TPWD HUB Program monthly. The report shall be submitted monthly even during the months the Contractor is not invoicing TPWD. All payments made to subcontractors shall be reported. TPWD may verify the amounts being reported as paid by requesting copies of cancelled checks paid to subcontractors.

18. CONTRACT ADMINISTRATION

TPWD will maintain on-going review and status of Contractor's progress toward completion of services and will certify whether contractor's billings are reasonably comparable with the work completed. Payment(s) will not be made until all work has been reviewed and accepted by TPWD.

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

- 18.1. Monitoring the contractor's progress and performance and ensuring services conform to established specification requirements.
- 18.2. Managing the financial aspects of the contract including approval of payments.
- 18.3. Meeting with the contractor to schedule service, and as needed to review progress, discuss problems, and consider necessary action.
- 18.4. Identifying a breach of contract by assessing the difference between contract performance and non-performance.
- 18.5. Other areas as identified by the State of Texas Procurement and Contract Management Guide, latest edition.

19. INVOICING AND PAYMENT

The following procedures apply to invoicing and payment in addition to those listed in *Section III, General Terms and Conditions, Paragraph 9*:

- 19.1. Contractor to submit invoice(s) to: Texas Parks & Wildlife Department, Accounts Payable, 4200 Smith School Road, Austin, Texas 78744.
- 19.2. Invoices must show:
 - 19.2.1. Name of Contractor exactly as shown on the contract, Texas Payee Identification Number (PIN), and correct "Remit to" address
 - 19.2.2. Name of receiving entity
 - 19.2.3. Contract/purchase order number
 - 19.2.4. Description, quantity, unit of measure, unit price, extended price of each item
 - 19.2.5. Total price
 - 19.2.6. Discount, if applicable, extended and deducted to arrive at a NET TOTAL for invoice
 - 19.2.7. Attach supporting documentation, if required
- 19.3. Payment:
 - 19.3.1. The 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.
 - 19.3.2. Under no circumstances shall TPWD be obligated to make any payment (whether a progress payment or final payment) to Contractor, if any of the following conditions exists:
 - 19.3.2.1. Contractor is in breach of this contract;
 - 19.3.2.2. Any portion of a payment is for services that were not performed in accordance with this contract provided, however, payment shall be made for those services which were performed in accordance with this contract;
 - 19.3.2.3. Contractor has failed to make payments promptly to consultants or other third parties used in connection with services for which TPWD has made payment to Contractor;
 - 19.3.2.4. If TPWD, in good faith, determines that the balance of the unpaid fees are not sufficient to

complete the services in accordance with this contract; or if Contractor has failed to achieve a level of performance necessary to maintain the project schedule. No deductions shall be made from Contractor's compensation on account of liquidated damages or other sums withheld from payments to other contractors or on account of the cost of changes in the Work other than those for which Contractor may be liable.

- 19.3.3. Prompt Payment Discount. In accordance with policies and procedures, State Agencies are required to process payments in accordance with the Prompt Payment Act. However, a Prompt Payment Discount may be negotiated at the time of award. Respondent shall specify within their Response if a discount is provided for expediting the invoice payment process.

Cash Discount _____% _____**Days**

- 19.3.4. Unless a Prompt Payment Discount has been negotiated, 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.
- 19.3.5. 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.
- 19.3.6. Electronic payment may be available through some ordering entities. Contact Accounts Payable at 512-389-4833 for additional information.

SECTION II – PROPOSAL REQUIREMENTS

1. SCHEDULE OF EVENTS

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

Event	Date/Time
RFP Issue Date:	June 4, 2025
Questions Due:	June 16, 2025; 2:00 PM CT
HUB Notification Deadline:	June 16, 2025 (may be applicable if subcontracting)
Proposal Due Date:	June 26, 2025; 2:00 PM CT

2. INQUIRIES

- 2.1. **CONTACT:** All requests, questions, or other communications about this Solicitation shall be made in writing to TPWD's Purchasing Department, addressed to the following person:

Vanessa D Contreras, Purchaser
Texas Parks & Wildlife Department
4200 Smith School Road
Austin, Texas 78744

Contact Info:
Phone 512-389-4722
Fax 512-389-4677
Email: purchasing.bidbox@tpwd.texas.gov

- 2.2. **CLARIFICATIONS:** TPWD will allow written requests for clarification of this Solicitation. Questions may be e-mailed to the point-of-contact listed in [Section II, Subsection 2.1](#). Questions should be submitted in the following format: a) Reference the Solicitation number; b) Reference the Section number, Page number, Paragraph number, and Text of passage being questioned; and c) Question.
- 2.3. **DEADLINE FOR SUBMISSION OF QUESTIONS:** To provide TPWD with sufficient time to adequately prepare responses to vendor inquiries, all questions must be submitted by the deadline specified in [Section II, Subsection 1](#).
- 2.4. **ANSWERS TO QUESTIONS:** The target date for answering questions is within three business days after deadline for questions. Official answers will be posted as an addendum to this solicitation, on the Electronic State Business Daily at <http://www.txsmartbuy.com/esbd>. Respondent names will be removed from questions in the responses released. TPWD reserves the right to amend answers prior to the proposal submission deadline. If respondents do not have Internet access, copies may be obtained through the point of contact listed above. **Note:** *It is the responsibility of interested parties to periodically check the ESBd for updates to the procurement prior to submitting a proposal. Respondent's failure to periodically check the Electronic State Business Daily (ESBD) will in no way release the selected vendor from "addenda or additional information" resulting in additional costs to meet the solicitation requirements.*
- 2.5. **PROHIBITED COMMUNICATIONS:** Upon issuance of this solicitation, TPWD, its representative(s), or partners will not answer questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s), except for the written inquires described in [Section II, Subsection 2.2](#) above. Attempts to ask questions by phone or in person will not be allowed or recognized as valid. **Failure to observe this restriction may disqualify respondent.** Respondent shall rely only on written statements issued through or by TPWD's purchasing staff. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this solicitation.

3. PROPOSAL CONTENT

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

3.1. **GENERAL RESPONSE FORMAT:**

Respondents shall submit **one (1) original** proposal signed (marked Original). In addition, Respondents should submit **one (1) copy** of the proposal. ***Pricing should not be included in the submitted copies.*** Additionally, two (2) copies of the HUB Subcontracting Plan (HSP) shall be submitted with proposals.

3.2. **REQUIRED RESPONSE CONTENT:**

Respondent **MUST** include the following documentation in their response submission. ***Failure to submit with response will result in disqualification of the proposal.***

3.2.1. **Exhibit A – Execution of Proposal:** Respondent must submit original signed, dated and completed [Exhibit A - Execution of Proposal](#).

3.2.2. **Exhibit B – HUB Subcontracting Plan:** Respondent must comply with and submit [Exhibit B - HUB Subcontracting Plan](#).

3.2.3. **Exhibit C – Compensation and Fees Schedule:** Include completed [Exhibit C – Pricing Schedule](#). *Pricing should not be included in the submitted copies.*

3.3. **ADDITIONAL RESPONSE CONTENT:**

Respondent shall include the following additional documentation in their response submission, or within one business day of TPWD request. ***Failure to submit this additional documentation by TPWD designated deadline may result in disqualification of the proposal.***

3.3.1. **Exhibit D – Company Profile:** Include completed [Exhibit D](#) (or reasonable facsimile).

3.3.2. **Exhibit E – Key Personnel:** Include completed [Exhibit E](#) (or a reasonable facsimile, or resumes)

3.3.3. **Exhibit F – Past Projects with Corresponding References:** Include completed [Exhibit F](#) (or reasonable facsimile).

3.3.4. **Exhibit G – Technical Proposal:** Include [Technical Proposal – tabbed Exhibit G](#) (max 2 pages), including numbered responses corresponding to each of the items listed in [Exhibit G](#).

3.3.5. **Exhibit H – Quality Assurance Plan:** Include a quality assurance plan.

3.3.6. **Exhibit I – Proposed Production Schedule:** Include a proposed production schedule.

3.3.7. **Exhibit J – Business Continuity & Disaster Recovery Plan:** Include a copy of the company's Business Continuity & Disaster Recovery Plan (or a reasonable facsimile).

3.3.8. **Samples:** Respondent shall provide samples of offered optional paper stocks with their proposal submission.

3.3.9. **Addenda:** Respondent shall acknowledge receipt of any addendums generated as part of this solicitation. The respondents should include the signed and dated addendum(s) with their response submission.

4. **PROPOSAL SUBMISSION**

4.1. All proposals shall be received and time stamped by TPWD prior to 2:00 PM Central Time on the date specified in [Section II, Subsection 1](#) and the place specified in [Section II, Subsection 5](#). Late proposals will not be considered under any circumstance and will be returned unopened.

4.2. Proposals should be placed in a sealed envelope/package and correctly identified with RFP number, submittal deadline/opening date and time. It is the Respondent's responsibility to appropriately mark and deliver the proposal to TPWD by the specified date.

- 4.3. Hard copies are not required, and electronic submissions via email can be accepted; Respondent may submit via hard copy OR electronic. If submitting electronically, TPWD can only accept an attachment to the email and cannot accept a link to a file.
- 4.4. Receipt of all addenda to this RFP should be acknowledged by returning a signed copy of each addendum to the response.
- 4.5. Respondents to this RFP are responsible for all costs of proposal preparation.
- 4.6. Proposals shall be submitted to TPWD Headquarters, Purchasing & Contracting, as noted in [Section II, Subsection 5](#) below.
- 4.7. All submitted proposals become the property of TPWD after the RFP submittal due date/ deadline. Responses submitted shall constitute an offer for a period of ninety (90) days or until selection is made by TPWD, whichever is earlier.
- 4.8. When Proposals are opened, only the names of the Respondents who submitted proposals will be read. Prices and terms will not be divulged until after contract award.

5. DELIVERY OF PROPOSALS

E-MAIL submittals are preferred for this solicitation. If hard copies are submitted, Respondent shall submit to TPWD by one of the following methods:

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

6. EVALUATION AND AWARD

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

Evaluation Criteria	Weight
Compensation and Fees (based on <i>Exhibit C</i>)	40%
Qualifications, Experience, Capability, Facilities, Equipment, (based on <i>Exhibit D, E, F</i>)	25%
Technical Proposal and Additional Services Offered (based on <i>Exhibit C, G, H, I, J</i>)	35%
Total	100%

- 6.6. Step 3 – Short List: At TPWD's sole discretion, a short-list may be developed. Then, TPWD may check references and/or inspect respondent's facility/equipment.
- 6.6.1. References may include past performance evaluations. References will be scored on a pass/fail basis. Any negative responses received may be grounds for disqualification of the proposal.
- 6.6.2. Facility and/or equipment may be inspected to verify ability to successfully complete the project. Inspection will be scored on a pass/fail basis. Failure may be grounds for disqualification of the proposal.
- 6.6.3. Respondents will be asked to provide tangible samples.
- 6.7. Step 4 - Best and Final Offer (BAFO): The evaluation committee will determine if discussions and/or Best and Final Offers are necessary. Award of a contract may be made without discussions or Best and Final Offers, if in the best interest of the state.
- 6.7.1. Discussions: The evaluation committee may determine that discussions are necessary to clarify or verify a written proposal.
- 6.7.2. BAFO: A request for a Best and Final Offer is at the sole discretion of TPWD and will be requested in writing. If requested, respondent(s) shall submit a final price and any added value. If more than one respondent reaches this level, the negotiated terms, references, BAFO and added values will be the considered in the award. TPWD will make the final determination on the best value.
- 6.7.3. The evaluation committee will evaluate the finalists and make a recommendation for award.
- 6.8. AWARD: TPWD reserves the right to award a contract to a single contractor, or award to more than one contractor, whichever provides the best value to TPWD in performance of this service. TPWD will be the sole judge of best value. (Refer to *Section III, Item 3.3* for Best Value criteria.)

SECTION III – GENERAL TERMS AND CONDITIONS

GENERAL TERMS AND CONDITIONS

MARCH 2022

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

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

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

- 2.5. The State will not be bound by any oral statement or representation contrary to the written specifications of this Solicitation.
- 2.6. Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.
3. **AWARD OF A PURCHASE ORDER:** Standard Purchase Order Terms and Conditions apply. If a conflict exists between the standard Purchase Order Terms and Conditions and specific language in this solicitation, the language in the solicitation shall prevail.
 - 3.1. A response to a solicitation is an offer to Contract with TPWD based on the terms, conditions and specifications contained in the solicitation. Responses do not become Contracts unless and until they are accepted through an authorized TPWD designee by issuance of a Purchase Order.
 - 3.2. This procurement will be conducted in accordance with the State Purchasing Act, Title 10, Subtitle D, Chapters 2151 through 2177, of the Texas Gov't Code (TGC) and TPWD rules. Any Contract resulting from this procurement shall consist of one (1) document. This document will contain all of the rights and duties of the parties extracted from the relevant terms and conditions of this solicitation (including its attachments, exhibits, supplements, and addenda); the successful Contractor's response; any TPWD request for a Best and Final Offer; and any successful Contractor's Best and Final Offer, if applicable.
 - 3.3. Best Value – TPWD will be the sole judge of best value. Award will be based on Best Value criteria and may include, but is not limited to:
 - 3.3.1. Best meets the goals and objectives of the solicitation as stated above.
 - 3.3.2. Best meets the quality and reliability of the proposed services.
 - 3.3.3. Effect of the proposed solution on agency productivity.
 - 3.3.4. Provides the most customer focused solution that will best meet the needs of the public.
 - 3.3.5. Experience in successfully providing services in this solicitation.
 - 3.3.6. Past Performance: A Respondent's past performance will be measured based upon pass/fail criteria in compliance with applicable provisions of Gov't Code §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Respondents may fail this selection criterion for any of the following conditions:
 - 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. 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. 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 THERS 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](https://www.ethics.state.tx.us/filinginfo/1295/) 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. 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. **IRON AND STEEL PRODUCTS.** By signature hereon, the bidder acknowledges that *Texas Government Code*, Title 10, Subchapter F, §§ 2252.201-2252.205 requires that all iron or steel products produced through a manufacturing process used in this project must be produced in the United States. By signing this bid, Bidder certifies that its bid price represents full compensation for compliance with the requirements of *Texas Government Code*, Title 10, Subchapter F, §§ 2252.201-2252.205.
72. **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.
73. **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.

74. **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.
75. **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.
76. **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.
77. **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.
78. **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.
79. **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.
80. **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.
81. **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.
82. **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.
83. **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.
84. **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.

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

EXHIBIT A – EXECUTION OF PROPOSAL

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

1. By signature hereon, the Respondent certifies that:

- 1.1. All statements and information prepared and submitted in the response to this RFP are current, complete and accurate.
- 1.2. **Certification Concerning Dealings with Public Servants:** The Respondent has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response. Failure to sign the Execution of Proposal or signing it with a false statement shall void the submitted offer or any resulting contracts.
- 1.3. Neither the Respondent or the firm, corporation, partnership, or institution represented by the Respondent or anyone acting for such firm, corporation, or institution has violated the antitrust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. By signing this RFP, respondent certifies that if a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Resident Respondent as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.
- 1.4. Pursuant to Section 2155.004 (a), Government Code, the Respondent has not received compensation for participation in the preparation of the specifications for this RFP.
- 1.5. Under Section 2155.004 (b), Government Code, the Contractor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 1.6. Child Support Obligations: Pursuant to Section 231.006 (d), Family Code, re: child support, the respondent certifies that the individual or business entity named in this RFP is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 1.7. **CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND TEXAS PARKS AND WILDLIFE DEPARTMENT (TPWD), ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF CONTRACTOR IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT. CONTRACTOR SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY TPWD.**

This paragraph is not intended to and shall not be construed to require contractor to indemnify or hold harmless the State or TPWD for any claims or liabilities resulting from the negligent acts or omission of TPWD or its employees.
- 1.8. Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.
- 1.9. Respondent certifies that they are in compliance with section 669.003 of the Government Code, relating to contracting with executive head of a State agency. If section 669.003 applies, respondent will complete the following information in order for the RFP to be evaluated:
 - 1.9.1 Name of former executive: _____
 - 1.9.2 Name of state agency: _____
 - 1.9.3 Date of separation from state agency: _____
 - 1.9.4 Position with respondent: _____
 - 1.9.5 Date of employment with respondent: _____
- 1.10. Respondent agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas.
- 1.11. Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.
- 1.12. Pursuant to Section 231.006 (c), Family Code, RFP must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the RFP. Attach name & social security numbers for each person. This information must be provided prior to contract award.
- 1.13. Suspension, Debarment, and Terrorism: Respondent certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that

Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/portal/SAM/#1>.

- 1.14. Pursuant to Executive Order GA-48 of the Governor of Texas, Respondent certifies that it, nor its holding companies or subsidiaries, is: (a) Listed in Section 889 of the 2019 National Defense Authorization Act; (b) Listed in section 1260H of the 2021 National Defense Authorization Act; or (c) Owned by the government of a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4; or (d) Controlled by any governing or regulatory body located in a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4.
- 1.15. Respondent represents and warrants that the individual signing this Execution of Proposal is authorized to sign this document on behalf of the Respondent and to bind the Respondent under any contract resulting from this proposal.
2. In the case of a tie between two (2) or more Respondents, the award will be made in accordance with preferences as outlined in TAC, Title 34, Part 1, Chapter 20, Subchapter C, Section 20.306. If a tie still exists after review of preferences claimed by Respondents, TPWD will draw lots to break the tie.

PREFERENCES
See Appendix 21 of the <i>State of Texas Procurement and Contract Management Guide</i> regarding preferences.
Check below if preference claimed under TAC, Title 34, Part 1, Chapter 20, Subchapter C, Section 20.306
<input type="checkbox"/> Goods produced or offered by a Texas respondent that is owned by a Texas resident service-disabled veteran <input type="checkbox"/> Goods produced in Texas or offered by a Texas respondent that is <u>not</u> owned by a Texas resident service-disabled veteran <input type="checkbox"/> Agricultural products grown in Texas <input type="checkbox"/> Agricultural products offered by a Texas respondent <input type="checkbox"/> Services offered by a Texas respondent that is owned by a Texas resident service-disabled veteran <input type="checkbox"/> Services offered by a Texas respondent that is <u>not</u> owned by a Texas resident service disabled veteran <input type="checkbox"/> Texas Vegetation Native to the Region <input type="checkbox"/> USA produced supplies, materials or equipment <input type="checkbox"/> Products of persons with mental or physical disabilities <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel <input type="checkbox"/> Energy Efficient Products <input type="checkbox"/> Rubberized asphalt paving material <input type="checkbox"/> Recycled motor oil and lubricants <input type="checkbox"/> Products produced at facilities located on formerly contaminated property <input type="checkbox"/> Products and services from economically depressed or blighted areas <input type="checkbox"/> Contractors that meet or exceed air quality standards <input type="checkbox"/> Recycled or Reused Computer Equipment of Other Manufacturers <input type="checkbox"/> Foods of Higher Nutritional Value

RESPONDENT (COMPANY/FIRM): _____

SIGNATURE: _____

NAME (TYPED/PRINTED): _____

TITLE: _____ DATE: _____

STREET: _____

CITY/STATE/ZIP: _____

TELEPHONE AND FAX/SCMILE NO.: _____

E-MAIL ADDRESS: _____

TEXAS IDENTIFICATION NUMBER (TIN): _____

See definition / instructions for Texas ID Number in General Terms & Conditions, Paragraph 1.11.

EXHIBIT B – HUB SUBCONTRACTING PLAN

Attention:

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



HUB Subcontracting Plan (HSP)

QUICK CHECKLIST

While this HSP Quick Checklist is being provided to merely assist you in readily identifying the sections of the HSP form that you will need to complete, it is very important that you adhere to the instructions in the HSP form and instructions provided by the contracting agency.

- **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.
 - ☐ Section 2 c. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - Yes
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - Yes, I will be subcontracting portions of the contract.
 - ☐ Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.
 - ☐ Section 2 c. - No
 - ☐ Section 2 d. - No
 - ☐ Section 4 - Affirmation
 - ☐ GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.
- **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment), complete:**
 - ☐ Section 1 - Respondent and Requisition Information
 - ☐ Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.
 - ☐ Section 3 - Self Performing Justification
 - ☐ Section 4 - Affirmation

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service, to include under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.



HUB Subcontracting Plan (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.284 are:

- **11.2 percent for heavy construction other than building contracts,**
- **21.1 percent for all building construction, including general contractors and operative builders' contracts,**
- **32.9 percent for all special trade construction contracts,**
- **23.7 percent for professional services contracts,**
- **26.0 percent for all other services contracts, and**
- **21.1 percent for commodities contracts.**

- - Agency Special Instructions/Additional Requirements - -

*In accordance with 34 TAC §20.285(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

SECTION 1: RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: _____

(mm/dd/yyyy)

Enter your company's name here: _____ Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods and services will be subcontracted**. Note: In accordance with 34 TAC §20.282, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

- ☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b of this SECTION and continue to Item c of this SECTION.)
- ☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources, including employees, goods and services. (If **No**, continue to SECTION 3 and SECTION 4.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract</u> * in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the aggregate expected percentage of the contract you will subcontract with Texas certified HUBs with which you do not have a continuous contract* in place with for more than five (5) years, meets or exceeds the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements."

- ☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)
- ☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____

Requisition #: _____

SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS (CONTINUATION SHEET)

This page can be used as a continuation sheet to the HSP Form's page 2, Section 2, Item b. Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you <u>do not</u> have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have a <u>continuous contract*</u> in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs.
16		%	%	%
17		%	%	%
18		%	%	%
19		%	%	%
20		%	%	%
21		%	%	%
22		%	%	%
23		%	%	%
24		%	%	%
25		%	%	%
26		%	%	%
27		%	%	%
28		%	%	%
29		%	%	%
30		%	%	%
31		%	%	%
32		%	%	%
33		%	%	%
34		%	%	%
35		%	%	%
36		%	%	%
37		%	%	%
38		%	%	%
39		%	%	%
40		%	%	%
41		%	%	%
42		%	%	%
43		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

***Continuous Contract:** Any existing written agreement (including any renewals that are exercised) between a prime contractor and a HUB vendor, where the HUB vendor provides the prime contractor with goods or service under the same contract for a specified period of time. The frequency the HUB vendor is utilized or paid during the term of the contract is not relevant to whether the contract is considered continuous. Two or more contracts that run concurrently or overlap one another for different periods of time are considered by CPA to be individual contracts rather than renewals or extensions to the original contract. In such situations the prime contractor and HUB vendor are entering (have entered) into "new" contracts.

Enter your company's name here: _____ Requisition #: _____

SECTION 3: SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.) If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment.

SECTION 4: AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/ProgressAssessmentReportForm.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Printed Name

Title

Date
(mm/dd/yyyy)

Reminder:

- If you responded "Yes" to SECTION 2, Items c or d, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "No" SECTION 2, Items c and d, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

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IMPORTANT: If you responded “Yes” to **SECTION 2, Items c or d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method A (Attachment A)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-a.pdf>

Item Number: _____ Description: _____

[illegible]

Page 1 of 1
(Attachment A)

HSP Good Faith Effort - Method B (Attachment B)

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Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

SECTION B-1: SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing the attachment.

Item Number: _____ Description: _____

SECTION B-2: MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in **SECTION B-1**, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

☐ - Yes (If Yes, continue to SECTION B-4.)

☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3 and SECTION B-4.)

SECTION B-3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you **MUST** comply with items **a, b, c and d**, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <https://www.comptroller.texas.gov/purchasing/docs/hub-forms/HUBSubcontractingOpportunityNotificationForm.pdf>.

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and trade organizations or development centers. Also, be mindful that a working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be “day zero” and does not count as one of the seven (7) working days.

a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to you submitting your bid response to the contracting agency. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code “A” signifies that the company is a Texas certified HUB.

b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Texas Vendor Identification (VID) Number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	Texas VID (Do not enter Social Security Numbers.)	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

d. List two (2) trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No
		<input type="checkbox"/> - Yes <input type="checkbox"/> - No

HSP Good Faith Effort - Method B (Attachment B) Cont.

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Enter your company's name here: _____ Requisition #: _____

SECTION B-4: SUBCONTRACTOR SELECTION

Enter the item number and description of the subcontracting opportunity you listed in **SECTION 2, Item b**, of the completed HSP form for which you are completing the attachment.

- a. Enter the item number and description of the subcontracting opportunity for which you are completing this Attachment B continuation page.

Item Number: _____ Description: _____

- b. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas certified HUB and their Texas Vendor Identification (VID) Number or federal Employer Identification Number (EIN), the approximate dollar value of the work to be subcontracted, and the expected percentage of work to be subcontracted. When searching for Texas certified HUBs and verifying their HUB status, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) - Historically Underutilized Business (HUB) Directory Search located at <http://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. HUB status code "A" signifies that the company is a Texas certified HUB.

Company Name	Texas certified HUB	Texas VID or federal EIN <small>Do not enter Social Security Numbers. If you do not know their VID / EIN, leave their VID / EIN field blank.</small>	Approximate Dollar Amount	Expected Percentage of Contract
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%
	<input type="checkbox"/> - Yes <input type="checkbox"/> - No		\$	%

- c. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in **SECTION B-1** is **not** a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.



HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.285 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, at least seven (7) working days prior to submitting its bid response to the contracting agency, the respondent must provide notice of each of its subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code §20.282(19)(C).

We respectfully request that vendors interested in bidding on the subcontracting opportunity scope of work identified in **Section C, Item 2**, reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

SECTION A: PRIME CONTRACTOR'S INFORMATION

Company Name: _____
Point-of-Contact: _____
E-mail Address: _____

State of Texas VID #: _____
Phone #: _____
Fax #: _____

SECTION B: CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____
Point-of-Contact: _____
Requisition #: _____

Phone #: _____
Bid Open Date: _____
(mm/dd/yyyy)

SECTION C: SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1. Potential Subcontractor's Bid Response Due Date:

If you would like for our company to consider your company's bid for the subcontracting opportunity identified below in Item 2,

we must receive your bid response no later than _____ on _____ .
Central Time Date (mm/dd/yyyy)

In accordance with 34 TAC §20.285, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, at least seven (7) working days prior to us submitting our bid response to the contracting agency, we must provide notice of each of our subcontracting opportunities to two (2) or more trade organizations or development centers (in Texas) that serves members of groups (i.e., Asian Pacific American, Black American, Hispanic American, Native American, Woman, Service Disabled Veteran) identified in Texas Administrative Code, §20.282(19)(C).

(A working day is considered a normal business day of a state agency, not including weekends, federal or state holidays, or days the agency is declared closed by its executive officer. The initial day the subcontracting opportunity notice is sent/provided to the HUBs and to the trade organizations or development centers is considered to be "day zero" and does not count as one of the seven (7) working days.)

2. Subcontracting Opportunity Scope of Work:

3. Required Qualifications:

☐ - Not Applicable

4. Bonding/Insurance Requirements:

☐ - Not Applicable

5. Location to review plans/specifications:

☐ - Not Applicable



HUB Subcontracting Opportunities

Date of HUB List: June 03, 2025

Requisition Number: 802-25-57430

Description: TPWM Printing and Distribution Services

In accordance with Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter D, Division 1, state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for Construction, Services (including Professional and Consulting Services), and Commodity procurements. The State of Texas Policy is to contract directly with HUBs or indirectly through subcontracting opportunities. Each Contractor/Vendor shall also make a good faith effort to utilize HUBs in subcontracting opportunities.

TPWD sets the HUB subcontracting goal at 26 % of the contract's value.

(Subcontractor - A person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity as defined in Texas Government Code 2251.001.)

NOTE: The following list identifies potential subcontracting opportunities. You could have other opportunities or may self-perform some opportunities. You are not required to subcontract every potential subcontracting opportunity.

Class & Item Code: Trades/Disciplines/Major Supplies:

966-64	PRINTING AND TYPESETTING SERVICES; Offset Printing, Booklets, Saddle Stitch Binding (Quantities over 100,000): Books and Magazines
915-60	COMMUNICATIONS AND MEDIA RELATED SERVICES; Magazine Distribution ServicePRINTING AND TYPESETTING SERVICESs

Class & Item Code: Trades/Disciplines/Major Supplies:

HUB LIST:

TPWD does not endorse, recommend or attest to the capabilities of any company or individual listed. The list is strictly provided as a convenience to respondents.

Respondents may also access a list of HUB subcontractors by referencing the above Class and Item codes in a Centralized Master Bidders List (CMBL) search at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>.

Comptroller HSP information: <https://www.comptroller.texas.gov/purchasing/vendor/hub/forms.php>.

A few minority and women trade organizations and development centers are listed below. For a more complete list, please visit <https://www.comptroller.texas.gov/purchasing/vendor/hub/resources.php>.

National Association of Minority Contractors, Inc. – Greater Houston 1337 W. 43 rd St., Ste. B165 Houston, TX 77018 (832) 797-1842 phone execufirm1@yahoo.com email www.namctexas.org website	Texas Association of African American Chambers of Commerce 807 Brazos St., Ste. 710 Austin, TX 78701 (512) 535-5610 phone info@taaacc.org email www.taaacc.org website	Texas Association of Mexican American Chambers of Commerce 606 Main St. Buda, TX 78610 (512) 444-5727 phone president@tamacc.org email www.tamacc.org website
Asian Contractor Association 7600 Chevy Chase Dr., Ste. 300 Austin, TX 78752 (512) 926-5400 phone (512) 926-5410 fax asiancontractor@gmail.com email www.acta-austin.com website	Women's Business Council - Southwest 5605 N. MacArthur Blvd., Ste. 220 Irving, TX 75038 (866) 451-5997 office (toll free) (817) 299-0949 fax info@wbcsouthwest.org email www.wbcsouthwest.org website	Women's Business Enterprise Alliance 9800 Northwest Freeway, Ste. 120 Houston, TX 77092 (713) 681-9232 office (713) 681-9242 fax bids@wbea-texas.org email www.wbea-texas.org website

For information on the TPWD HUB program, assistance with completing forms, or to obtain HUB lists if web access is not possible, please contact the TPWD HUB staff at (512) 389-4784 or hub@tpwd.texas.gov.

Vendor ID	Company Name	Contact Person	City	Email	Phone	Business Description	CMBL Status	HUB Status
-----------	--------------	----------------	------	-------	-------	----------------------	-------------	------------

Results for HUBs for Class/Item: 915-60

COMMUNICATIONS AND MEDIA RELATED SERVICES|| Magazine Distribution Services

175260468120	COMPANY PRINTING	LAURENCE LASATER JR	SAN ANGELO	lorenzo@companyprinting.com	325-949-9941	Printing, mailing, copies, large format, etc.	Yes	Yes
199359856060	K3 SALES AND SERVICES LLC	Jaclyn Hernandez	PECOS	admin@k3salesandservices.com	432-940-4813	Our goal is to assist your entity in the procurement process.	Yes	Yes
152240406990	OUTREACH STRATEGISTS, INC.	MUSTAFA TAMEEZ	HOUSTON	mitameez@outreachstrategists.com	713-247-9600	Research, Public Relations, Advertising and Marketing	Yes	Yes
120398289540	PRINTMAILPRO	KEITH DABOUB	AUSTIN	contact@printmailpro.com	512-821-9000	PrintMailPro has been providing printing and mailing services for over 20 years.	Yes	Yes
175279108180	RightStaff, Inc.	Shelley Lamb	Dallas	samason@rightstaffinc.com	214-953-0900	With over 35 years devoted to staffing and recruiting, RightStaff is the premier provider of temporary and permanent staffing solutions.	Yes	Yes
174278296390	STRATEGIC PARTNERSHIPS, INC.	Tim Gohmann	AUSTIN	tgohmann@spartnerships.com	512-531-3900	Consulting Services in a wide area of experience including business development, marketing, sales, and operations.	Yes	Yes
127047201630	Versa Creative Group LLC	Mary Shekari	Houston	mshekari@versacreative.com	832-831-7590	Marketing and Advertising Agency	Yes	Yes

Date : 2025/06/03 10:18:15

CMBL SUMMARY

Search Found 7 Vendors ,7 are Hubs , Includes 0 Inactive Vendors

Search Condition : SearchType=HUB's Only ,Section1 Class Code=915,Section1 Item(s)=(60)

Vendor ID	Company Name	Contact Person	City	Email	Phone	Business Description	CMBL Status	HUB Status
Results for HUBs for Class/Item: 966-64								
PRINTING AND TYPESETTING SERVICES Offset Printing, Booklets, Saddle Stitch Binding (Quantities over 100,000): Books and Magazines								
14537821721	AC PRINTING, LLC	Razia Kanji	EULESS	accounting@acprinting.com	817-267-8990	Commercial Printing And Graph	Yes	Yes
19006755771	ALL DAY PRINTING INC	Chandra Topps	HOUSTON	admin@alldayprinting.com	281-940-7268	AllDayPrinting.com offers mark	Yes	Yes
12629201612	Alliance of Diversity Printers, LLC	Terri Quinton	ADDISON	terri@adp-llc.com	214-316-6606	Commercial Printing (except Sc	Yes	Yes
17606849994	Altom Consulting and Marketing, Inc	Karen Altom	Huntsville	altomconsulting@icloud.com	936-293-1188	Full service advertising agency	Yes	Yes
18447749542	BREEZYDAY LLC	Ashley Bryant	TYLER	ashley@breezydayllc.com	214-927-8966	Purchase, supply, and transpor	Yes	Yes
17526046812	COMPANY PRINTING	LAURENCE LASAT	SAN ANGEL	lorenzo@companyprinting.com	325-949-9941	Printing, mailing, copies, large	Yes	Yes
14715358603	DIGIPRINT GRAPHICS LLC	JAYKUMAR PAREK	SUGAR LAN	jayparekh2000@gmail.com	678-914-5452	Graphic design, print services,	Yes	Yes
14118567230	Dudak Production, Inc.	Shirley Dudak	Crowley	shirley.dudak@dudakproductioninc.com	952-443-0097	Dudak Production, Inc. has mo	Yes	Yes
14719961204	EQUIP UP STORE, LLC	Collinet Itoe	HOUSTON	collinet@equipupstore.com	832-407-1666	Equip Up Store, LLC is a Sourci	Yes	Yes
19239358864	JUGGERNAUT CREATIONS LLC	Carlos Hernandez	LUBBOCK	carlos@juggernautcreations.com	806-441-0392	Juggernaut Creations provides	Yes	Yes
19935985606	K3 SALES AND SERVICES LLC	Jaclyn Hernandez	PECOS	admin@k3salesandservices.com	432-940-4813	Our goal is to assist your entity	Yes	Yes
14543503222	LATSON'S OFFICE SOLUTIONS, INC.	Mallory Horne	SULPHUR S	mallory@latsons.com	903-885-1553	We provide general office supp	Yes	Yes
17428705887	MCCARTHY PRINT, INC	Sarah Schenk	AUSTIN	accounting@mccarthyprint.com	512-479-8938	COMMERCIAL OFFSET/Digital F	Yes	Yes
18746575150	MGroup Media LLC	Maria Connie Mari	Bellaire	mgroudds@gmail.com	713-542-2515	MGroup Media specializes in br	Yes	Yes
12046047085	O'CONN LLC	SEAN OCONNOR	MCALLEN	soconnor@asapprintingsolutions.com	956-630-6116	Commercial Printing, Decorate	Yes	Yes
14725744479	OSTOS, LLC DBA Proforma Diversified C	LUIS OSTOS	AUSTIN	luis.ostos@proforma.com	512-452-4414	Proforma is a solutions-driven	Yes	Yes
14748350437	POSTILION GRAPHICS, LLC	Thomas Lengel	Austin	thomas@postiliongroup.com	512-565-4339	Printing, mailing, marketing, an	Yes	Yes
12039828954	PRINTMAILPRO	KEITH DABOUB	AUSTIN	contact@printmailpro.com	512-821-9000	PrintMailPro has been providin	Yes	Yes
14619303127	PROMO UNIVERSAL, LLC	ANTHONY ANZALI	CORPUS C	aanzaldua@promouniversal.com	361-884-8640	Novelties, Promotional and Spe	Yes	Yes
17422973382	SHERRY MATTHEWS, INC.	Dhara Patel	AUSTIN	dharap@sherrymatthews.com	512-478-4397	Full-service advertising agency	Yes	Yes
18624635431	SIGNS PQ, LLC	Pooja Mittal	FLOWER M	info@signspq.com	972-503-6562	We do all kinds of custom indo	Yes	Yes

Date : 2025/06/03 10:14:45

CMBL SUMMARY

Search Found 21 Vendors ,21 are Hubs , Includes 0 Inactive Vendors

Search Condition : SearchType=HUB's Only,Section1 Class Code=966,Section1 Item(s)=(64)

EXHIBIT C – PRICE SHEET

Respondent (Company/Firm): _____

THIS EXHIBIT AND THE REQUESTED SUPPORTING DOCUMENTS MUST BE RETURNED WITH THE RESPONSE. FAILURE TO RETURN THIS EXHIBIT WITH RESPONSE WILL RESULT IN DISQUALIFICATION OF THE RESPONSE.

Respondent shall submit all costs for services listed. **If no cost is applicable for a listed service, the respondent shall indicate by using N/C.** If there are services that are needed to complete the services specified in this solicitation but are not listed in this exhibit, the Respondent should either create additional rows in this exhibit or attach documents providing the details of those services and associated pricing.

Currently TPWM prints approximately 60,000 copies, 56 pages inside, plus 4-page cover, 100# book/text on the cover, 40# paper inside. **Respondent should offer pricing on this exhibit and any supporting documents using the approximate quantities and the specifications provided in Section I, Subsection 7. Quantities specified below are per issue estimates – for evaluation purposes only.**

Respondents should refer to *Section I, Subsection 7* for more specifications. Freight is to be listed separately.

Line Item	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
PRINTING SPECIFICATIONS: <i>Include pre-press, plate making, paper, ink, printing, binding (two blow ins and one UP bind in, hi-folio lap), saddle stitching, poly bagging, and mailing, etc. (TPWM will supply the bind ins and blow ins.) Estimated quantity of 60,000 each will be used for evaluation purposes. In the actual contract, multiple insert cards and attachments will be bound in specific selections.</i>					
PRINTING – OPTION 1:					
1.	Paper: 4-page cover; 100# book/text gloss, 87- 88 brightness; UV, cover 1	60,000	Each	\$	\$
	Paper Type:	Paper Brand:			
2.	Paper: 56 pages inside text; 40# gloss, 80 brightness	60,000	Each	\$	\$
	Paper Type:	Paper Brand:			
3.	Total cost to print, bind, and mail preparation (address labels on front)	60,000	Each	\$	\$
4.	Estimated Freight and Shipping. Include newsstand, bulk, and office copies, etc. (Do not include USPS mailing postage.) (See sample print order on Attachment A .)	1	Lot	\$	\$
TOTAL – Option 1					\$

Line Item	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
PRINTING – OPTION 2:					
5.	Paper: 4-page cover; 80# book/text, gloss, 86-88 brightness; UV, cover 1	60,000	Each	\$	\$
	Paper Type:	Paper Brand:			
6.	Paper: 56 pages inside; 50# text gloss, 86-88 brightness	60,000	Each	\$	\$
	Paper Type:	Paper Brand:			
7.	Total cost to print, bind, and mail preparation (address labels on front)	60,000	Each	\$	\$
8.	Estimated Freight and Shipping. Include newsstand, bulk, and office copies, etc. (Do not include USPS mailing postage.) (See sample print order on Attachment A.)	1	Lot	\$	\$
TOTAL – Option 2					\$

Other services price list may be replaced with Respondent's pre-printed price list if available.

Provide pricing for additional services as specified by TPWM for each issue. If sold using a different unit of measure, Respondent should update the exhibit accordingly to equal the estimated or provide minimum requirements.

PRICE LIST: OTHER SERVICES, <u>AS REQUESTED</u>					
Line Item	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
ATTACHMENT OF COVER-WRAPS OR POLY BAGGING:					
9.	Cover-Wrap (attaching/binding only)	60,000	Each	\$	\$
10.	Cover-Wrap minimum charge. Provide price calculation: _____ minimum quantity x \$_____ = "1 Lot" Price	1	Lot	\$	\$
11.	Set up charge for Cover-wrap	1	Each	\$	\$
12.	Poly-bag per M (thousand)	1	M	\$	\$
13.	Poly-bag minimum charge. Provide price calculation: _____ minimum quantity x \$_____ = "1 Lot" Price	1	Lot	\$	\$
14.	Set up charge for Poly-bag	1	Each	\$	\$

ONSERTS, AS NEEDED: *Provide pricing for onserts to be printed and placed on the issue before poly bagging as requested by TPWM. Respondent should include details for volume discount pricing, if available.*

15.	Onsert Services	1	Each	\$	\$
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ATTACHMENTS TO BE POLY BAGGED, AS NEEDED: *Attachments will be provided by TPWM and will be included with the poly bagged issue. If pricing is determined by number of pieces poly-bagged, Respondent may update pricing to reflect that.*

If printing of attachments is offered, Respondent should provide a separate price sheet of those print services and available specifications. Respondent should refer to samples provided in Attachment D and include details for volume discount pricing.

16.	Booklets	1	Each	\$	\$
17.	Letters	1	Each	\$	\$
18.	Envelopes	1	Each	\$	\$
19.	Special Offers	1	Each	\$	\$
20.	Premiums	1	Each	\$	\$
21.	Other Printed Forms	1	Each	\$	\$
22.	Other:	1	Each	\$	\$

PRICE LIST: OTHER SERVICES, AS REQUESTED

There is a possibility that TPWM will consider other paper options, such as 86-88 brightness, 50# inside. Paper quality must be comparable to what is specified in the solicitation. Respondent may offer various paper options and prices below. Especially if the Respondent can offer acceptable quality and provide substantial paper savings to TPWD. If paper options are offered, the Respondent must provide printed samples of each paper options. Identify the paper type and paper brand below. Respondents may provide quotes on multiple options. TPWD will evaluate and determine best value at time of award.

Line Item	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
OPTIONAL PAPER STOCK: Respondent may include additional paper stock options in their response. Description should include the type, weight, varnish, brightness, etc. Respondent may add rows to this section if offering more than two paper stock options. Respondent must include samples if offering optional or alternative paper stock. Estimated quantity of 60,000 each will be used for evaluation purposes. Paper is requested as part of Section I, Subsections 6.4 and 6.11. Instructions for samples are provided in Section II, Subsection 3.3.8 .					
Paper Opt 1	Optional Paper Stock # 1: <i>Include paper details</i>			\$	\$
	Paper Type:	Paper Brand:			
Paper Opt 2	Optional Paper Stock #2: <i>Include paper details</i>			\$	\$
	Paper Type:	Paper Brand:			
MAGAZINE DESIGN:					
23.	8-pg Gatefold, 40# paper	60,000	Each	\$	\$
24.	8-pg Gatefold, 50# paper	60,000	Each	\$	\$
25.	Set up charge (for Line Item 23 or 24), if applicable	1	Each	\$	\$
26.	6-pg Gatefold, 100# paper (book/covers)	60,000	Each	\$	\$
27.	8-pg Gatefold, 100# paper (book/covers)	60,000	Each	\$	\$
28.	Set up charge (for Line Item 26 or 27), if applicable	1	Each	\$	\$
BINDING SERVICES:					
29.	Perfect Binding Services, as needed <i>Please specify if there is a price break or discount with quantities</i>	1	Each	\$	\$
OPTIONAL PRINTING OF BLOW-IN OR BIND-IN REPLY CARDS (75# High Bulk):					
30.	Blow-in; \$/M 6X4.25 inches, 4/4	60,000	Each	\$	\$
31.	Set up charge (for Line Item 30), if applicable	1	Each	\$	\$
32.	Bind-in; \$/M (1-up), 4/4, (16.875X3.875 inches)	60,000	Each	\$	\$

PRICE LIST: OTHER SERVICES, <u>AS REQUESTED</u>					
Line Item	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
33.	Bind-in; \$/M (2-up), 4/4 (16.25X7.375 inches)	60,000	Each	\$	\$
34.	Set Up charge (for Line Item 32 or 33), if applicable	1	Each	\$	\$

OPTIONAL PAPER COLOR PROOFS:

35.	Scatter proofs, 0 – 0.25 page	1	Each	\$	\$
36.	Scatter proofs, 0.25 – 0.5 page	1	Each	\$	\$
37.	Scatter proofs, 0.5 – 1 page	1	Each	\$	\$
38.	Scatter proofs, 1 - 2 page	1	Each	\$	\$
39.	Scatter proofs, 2-page spread	1	Each	\$	\$

OPTIONAL FINAL PROOFS:

40.	Final proofs, full page	1	Each	\$	\$
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OTHER PRINT SERVICES:

41.	Extra 4-pg signature (40 #)	60,000	Each	\$	\$
42.	Extra 8-pg signature (40 #)	60,000	Each	\$	\$
43.	Extra 16-pg signature (40 #)	60,000	Each	\$	\$
44.	Extra 32-pg signature (40 #)	60,000	Each	\$	\$
45.	Tip-in (Glue in 1 item)	60,000	Each	\$	\$
46.	Press score cover	60,000	Each	\$	\$
47.	Replace plate charge	1	Each	\$	\$
48.	Additional plate 4C	1	Each	\$	\$
49.	Additional plate 1C	1	Each	\$	\$
50.	Metallic Ink (cover)	60,000	Each	\$	\$
51.	Press Stop charge (e.g., to change plates), if applicable	1	Each	\$	\$
52.	Belly Wrap, printing and attaching (optional)	60,000	Each	\$	\$
53.	Attachments, specified in lines 16-22 (optional) <i>Respondent may offer on separate price sheet</i>	60,000	Each	\$	\$

OTHER RELATED SERVICES, CO-MAILING, PRICE CHANGES					
Line Item	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
OTHER RELATED SERVICES: <i>If any of these services are included in the pricing above, Respondent must specify the services included in Lines 1-53 listed above.</i>					
54.	Preparatory Services: Respondents may propose services needed in order to prepare the job for printing, such as FTP or file prepping, soft proofing capabilities, etc. Other preparatory services may be added to resulting Contract, if both parties mutually agree.	Attach separate sheet specifying any proposed other related services that are not listed above, with related unit of measure and unit prices.			
55.	Digital Printing Services (optional): Respondents may propose the availability of digital printing services. Such services may be added to resulting Contract, if both parties mutually agree.	Attach separate sheet specifying any proposed other related services that are not listed above, with related unit of measure and unit prices.			
56.	Other Related Services: Respondents may propose other related services. Such services may be added to resulting Contract, if both parties mutually agree.	Attach separate sheet specifying any proposed other related services that are not listed above, with related unit of measure and unit prices.			
57.	Warehouse storage: Provide costs of warehouse receiving, and storage of inserts, booklets and other attachments.	Attach separate sheet describing receiving process, address, and storage facilities.			

CO-MAILING

58.	Co-mailing	Attach separate sheet describing your co-mailing capabilities, expenses and what TPWM may expect to save in postage costs.			

EXHIBIT D – COMPANY PROFILE

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

Company Name:			
Principal place of business (<i>Corporate Headquarters</i>):			
Address:			
City, State, Zip:			
Facility responsible for servicing the contract:			
Address:			
City, State, Zip:			
Contact Person regarding company's submission to the solicitation:			
Name & Title:			
Phone & Email Address:			
Personnel who will be responsible for management and day-to-day operation of services described in this solicitation.			
Name & Title:			
Phone & Email Address:			
Indicate if your company or any of its subsidiaries filed or met criteria for bankruptcy within the last five years.			
___ Yes ___ No If yes, explain.			
Indicate if your company or any of its subsidiaries has been involved in litigation within the last five years.			
___ Yes ___ No If yes, explain.			
Number years in business:		Number of employees:	
Number years actively participating in offering the goods/services described herein: _____ (To meet minimum requirements for this RFP, respondent shall be in the commercial printing business for a minimum of 5 years within the past 7 years, producing items similar in type and quantity to those listed herein.)			
Provide company background, experience, qualifications & capabilities in areas of goods/services described herein. Attach page if needed.			
Provide present commitments for related or similar services.			

Provide description of industry certifications, if applicable.	
Provide list of equipment to be used to produce the goods/services described herein. Attach page if needed. <i>(Equipment inspection, changes, approval & rejection will be at TPWD's sole discretion.)</i>	
Provide previous experiences related to technology implementation.	

EXHIBIT E – KEY PERSONNEL**Respondent Name:** _____

Respondents shall provide a Key Personnel profile – tabbed Exhibit E, for each key personnel to be assigned under the resulting contract. Include all requested information for each key personnel. Submit one Exhibit E (or reasonable facsimile) or resume - not to exceed 1 page per person for each key personnel. **Failure to return this exhibit (or reasonable facsimile) may result in proposal being considered non-responsive.**

Key Personnel:

Full Name: _____

Job Title: _____

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

Qualifications and Experience: _____

Specific Education, Training, Certifications: _____

Personnel - Reference 1:

Company Name: _____

Contact/Title: _____

Phone: _____ Service Period: _____

Roles and Responsibilities: _____

Personnel - Reference 2:

Company Name: _____

Contact/Title: _____

Phone: _____ Service Period: _____

Roles and Responsibilities: _____

EXHIBIT F – PAST PROJECTS WITH CORRESPONDING REFERENCES

Respondent Name: _____

Respondents shall use this exhibit (*or reasonable facsimile*) to provide a minimum of three (3) past projects with corresponding references for projects completed within the past five (5) years that illustrate experience in successfully completing work of a similar nature and scope as the work described in this solicitation. Include all requested information. *Please do not use TPWD staff or past work performed for TPWD as a “reference” in this Exhibit. Failure to return this exhibit (or reasonable facsimile) may result in proposal being considered non-responsive.*

REFERENCE 1:

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

REFERENCE 2:

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

REFERENCE 3:

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

REFERENCE 4:

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

EXHIBIT G – TECHNICAL PROPOSAL

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

1. **Project Approach/Methodology** – Include a complete description of the firm's proposed approach and methodology for the project. This section should convey the firm's understanding of the proposed project. *If terms are used differently within your company, please define or explain those terms in your proposal.*
 - 1.1 Per Section I, Subsection 7.1.19 and 7.1.20, Respondent should provide a comparison of the cost savings from using drop shipment vs. co-mailing services in the proposed approach for the services requested in this solicitation.
2. **Work Plan** – Include a description of how you propose to accomplish the required service, including:
 - 2.1 Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP. This section of the technical proposal must contain sufficient detail to convey to members of the evaluation team the firm's knowledge of the subjects and skills necessary to successfully complete the project.
 - 2.2 Include any required involvement of TPWD staff, including but not limited to, any staff resources needed in terms of content, graphics, etc. for both start-up and maintenance.
3. **Deliverables** – Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in the Scope of Work.
4. **Additional Services** – Respondent may propose services in excess of those listed above in their proposals. The furnishing of additional services will be a consideration in the evaluation of proposals. If proposing additional services, Respondent must provide a summary of additional services provided in Exhibit G and include additional lines or a separate price sheet in Exhibit C. If additional services are provided at no additional cost, that should also be noted in the response.
5. **Sample Invoice** – Respondent shall provide a sample invoice to show the charges that are anticipated for the services requested in this solicitation. The sample invoice should include a breakdown of the fees included with the print order. A sample print order is provided in Attachment A to assist in development of the sample invoice. The sample invoice should include but is not limited to:
 - 5.1. Pre- Press Services, including FTP/File Handling Fees
 - 5.2. Printing Services
 - 5.3. Attachments/Onserts/Inserts (Attachment C)
 - 5.4. Bindery Costs
 - 5.5. Polywrap
 - 5.6. Packaging
 - 5.7. Non-Texas Sales Tax
 - 5.8. Freight and Shipping (not included above) List separate shipping charges for bulk copies sent to TPWD, newsstand, and other delivery options listed on the Print Order. Add a separate explanation of freight charges to deliver magazine to co-mail and USPS facilities.
 - 5.9. Co-mail Expenses (Exhibit C, Line 57); attach breakdown
 - 5.10. Total invoice with all Net Billed Charges Per Print Order
 - 5.11. Show Net Co-Mail Savings; Attach Explanation

EXHIBIT H – QUALITY ASSURANCE PLAN

Per Section I, Subsection 7.20 of the solicitation, Respondent shall provide a comprehensive, continuous, and measurable quality assurance program to include:

- Strategies and processes to promote quality.
- Procedures to periodically measure and report quality performance to TPWM throughout the contract period.
- How often the contractor conducts internal audits and engages external audit firms to conduct audits of its operations.
- Controls to be used within the project to assure quality and consistency throughout the life of the

project. TPWD will evaluate the Quality Assurance Plan and will verify the preparation, proofing, and printing process:

- The final trim size falls within one sixteenth (1/16) inch tolerance on all sides
- The colors on the printed pages meet or exceed accepted quality performance.
- Signatures are bound in proper order
- Elements on pages do not drop out (for example postscript errors)
- Uniform ink coverage on the printed pages
- Black on black ink is set to knockout

EXHIBIT I – PROPOSED PRODUCTION SCHEDULE

Per Section I, Subsection 7.18 of the solicitation, Respondent to complete print production schedule matrix. The Proposed Production Schedule is attached as a separate document on the solicitation posting. The schedule provided is for reference and is a tentative schedule developed by TPWM. Respondent must update the schedule according to their own business practices and experience to include in their proposal.

EXHIBIT J – BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN

Per Section I, Subsection 7.21 of the solicitation, Respondent shall submit a proposed Business Continuity and Disaster Recovery Plan with their proposal submission. This document shall be tabbed as Exhibit J in the proposal.

EXHIBIT K – RESPONSE SUBMISSION CHECKLIST

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

A completed checklist shall not be binding on TPWD's administrative review for compliance with the mandatory response contents specified in this RFP. As step one of the evaluation process, TPWD will review all responses to ensure compliance with the mandatory response contents as specified in [Section II, Subsection 3.2](#) of the RFP and reject any response that does not comply.

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

Item	Check
Response addressed to: Attn: Vanessa D Contreras CTCD CTCM Purchasing & Contracting C-1 Texas Parks & Wildlife Department 4200 Smith School Road Austin, Texas 78744 OR emailed to Purchasing.Bidbox@tpwd.texas.gov	
External packaging OR email subject line references "RFP 802-25-57430"	
Package contains one (1) signed original (clearly marked) of the complete response	
Package contains one (1) additional paper copies of the complete response	
Response cover references "RFP 802-25-57430" and includes the name and address of the responding Vendor	
Response Contents	Check
Exhibit A – Execution of Proposal (per Section II, Subsection 3.2.1)	
Exhibit B – HUB Subcontracting Plan (per Section II, Subsection 3.2.2)	
Exhibit C – Price Schedule (per Section II, Subsection 3.2.3)	
Exhibit D – Company Profile (per Section II, Subsection 3.3.1)	
Exhibit E – Key Personnel (per Section II, Subsection 3.3.2)	
Exhibit F – Past Projects with Corresponding References (per Section II, Subsection 3.3.3)	
Exhibit G – Technical Proposal (per Section II, Subsection 3.3.4)	
Exhibit H – Quality Assurance Plan (per Section II, Subsection 3.3.5)	
Exhibit I – Proposed Production Schedule (per Section II, Subsection 3.3.6)	

Exhibit J – Business Continuity & Disaster Recovery Plan (per Section II, Subsection 3.3.7)	
Paper Samples – Attach samples which identify the paper stock by name, manufacturer, grade, weight, brightness and opacity, as well as a quote from their supplier showing their current paper costs. (per Section II, Subsection 3.3.8)	
Addenda - Acknowledge receipt of all addenda issued to this solicitation by returning a signed copy of each addendum (per Section II, Subsection 3.3.9)	

ATTACHMENT A – PRINT ORDER SAMPLE

This example of a print order displays the renewals and the number of issues that will require attachments to be included in the polybagged issues (highlighted in yellow below). Respondents should review this attachment when creating their sample invoice and consider this when completing Exhibit C of the response. *Reminder: this is an example of the renewal efforts and the attachments included. The displayed efforts may change due to the business needs of the agency throughout the contract term.*

TEXAS PARKS & WILDLIFE PRINT ORDER

Oct-26

To: TBD email address TBD name
cc: April Cumming

Magazine Specs	Body	Cover
Trim Size	8.125x10.875	8.125 x 10.875
Pages	56	4
Versions	1	2
Paper:	40# Gloss #4 GRDWD	100# GLOSS #3 FRSH
Ad Percentage:	25.42%	

PCD Package Description	SFG Split	Description	Quantity	Polybagged Attached Mail	WHICH COVER
US Subscriptions	TPWMAINRUNFTP	US MAIN RUN	41,738		Mail Panel Cover
Canadian Subscriptions	TPWMAINRUNFTP	CAN	5		Mail Panel Cover
Foreign Subscriptions	TPWMAINRUNFTP	FOR	6		Mail Panel Cover
Bulk	TPWMAINRNFTPB	Bulk	7		UPC Cover
Attached Renewals	TPWATTRENEWAL	ATTACHED RENEWALS	10,985	X	UPC Cover
Newsstand Copies - See distribution list for details			2,445		UPC COVER
Newsstand office copies - see distribution list for shipments			3		UPC Cover
Office Copies - see distribution list for shipments & ship method			595		Overrun Cover
"Tearsheets" - See distribution list for instructions, total not included on print order.			5		UPC Cover
TOTAL MAGAZINE PRINT ORDER (does not include overruns or tearsheets):			55,784		

For Publisher use/printer reference only			
Combo subs - P+D	PWCOM	3,009	from label count
Digital only Subs	PWDIG	146	report SUB322
			check to label file
			52,741

Internal Use Only	
Subs	52,741
Arrears	
Less Bad Pay	-800
NS Sale	611
Digital Subs	146
TOTAL	52,698

ATTACHMENT B – DISTRIBUTION LIST SAMPLE

QTY — Bulk and Newsstand Shipping Distribution List:

Qty: 500 + 38*	Qty: 3	Qty: 3420	
Texas Parks & Wildlife Dept	Disticor	ANC San Antonio	
4200 Smith School Road	664 Wyngate Drive East	5130 Commerce Pkwy	
Austin, TX 78744	Valley Stream, NY 11580	San Antonio, TX 78218	
Qty: 75	Qty: 40	Qty: 110	Qty: 30
SFG	MSolutions, LLC	ANC Knoxville	ANC Ontario
111 Corporate Drive	9632 Madison Blvd.	2511 Westcott Blvd	2590 E. Lindsey Privado Dr
Big Sandy, TX 75755	Madison, AL 35758	Knoxville, TN 37931	Ontario, CA 91761-3405

The quantities are subject to change as business needs evolve.

ATTACHMENT C – REPLY CARD SAMPLES

Samples will also be posted on the ESD with the solicitation.

 <p>Printed on 100% recycled paper</p> <p>Visit us at www.parks.wildlife.com</p> <p>BUSINESS REPLY MAIL FIRST-CLASS MAIL PERMIT NO. 633 PALM COAST, FL POSTAGE WILL BE PAID BY ADDRESSEE</p> <p>TEXAS PARKS & WILDLIFE PO BOX 421105 PALM COAST FL 32142-6458</p> <p>421105 0000 1</p>	<p>NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES</p>  <p>ORDER NOW! SAVE 80% OFF THE COVER PRICE</p>	<p>TWENTY ISSUES. TWENTY DOLLARS.</p> <p>Get a TWO-YEAR SUBSCRIPTION (20 issues) to Texas Parks & Wildlife magazine for only a dollar an issue.</p> <p>Great Deal <input type="checkbox"/> Two Years for \$20</p> <p>Name _____</p> <p>Address _____</p> <p>City/State/ZIP _____</p> <p>E-MAIL _____ Representative special features and offers from Texas Parks & Wildlife magazine.</p> <p><input type="checkbox"/> Payment enclosed <input type="checkbox"/> Bill me later</p> <p><small>Please allow 4-6 weeks for delivery. This offer good for new US. orders only. Funds are pre-paid annually.</small></p> <p>421105 0000 11 48 AM</p>
<p>Trim (DO NOT PRINT)</p>  <p>Printed on 100% recycled paper</p> <p>Visit us at www.parks.wildlife.com</p> <p>BUSINESS REPLY MAIL FIRST-CLASS MAIL PERMIT NO. 633 PALM COAST, FL POSTAGE WILL BE PAID BY ADDRESSEE</p> <p>TEXAS PARKS & WILDLIFE PO BOX 421105 PALM COAST FL 32142-6458</p> <p>421105 0000 2</p>	<p>NO POSTAGE NECESSARY IF MAILED IN THE UNITED STATES</p>  <p>x20</p> <p>20/\$20 OFFER TWENTY ISSUES. TWENTY DOLLARS.</p>	<p>Trim (DO NOT PRINT)</p> <p>ONE \$120 YEAR FOR JUST \$12.00 per issue</p> <p>SEND NO MONEY NOW. JUST MAIL THIS CARD TODAY!</p> <p><input type="checkbox"/> EXPLORE THE TEXAS OUTDOORS ALL YEAR FOR \$12.00</p> <p>NAME _____ LAST NAME _____</p> <p>ADDRESS _____</p> <p>CITY _____ STATE _____ ZIP _____</p> <p>E-MAIL _____</p> <p><small>Please email all new updates and special offers from Texas Parks & Wildlife magazine.</small></p> <p><small>Please allow 4-6 weeks for delivery. This offer good for new US. orders only. The above price is pre-paid. Funds are pre-paid annually. Please allow 4-6 weeks for delivery.</small></p> <p>421105 0000 11 48 AM</p>



YES! I'd like a one-year subscription to *Texas Parks & Wildlife* magazine for only a dollar an issue — *that's 83% off the newsstand price!*

Please allow 6-8 weeks for delivery. This offer good for new U.S. orders only. Ten issues produced annually.

PLEASE START MY SUBSCRIPTION NOW!

Name _____

Address _____

City _____ State _____ ZIP _____

E-mail _____

Please e-mail me new features and offers from *Texas Parks & Wildlife* magazine.

☐ **10 issues for just \$10!** ☐ **My payment is enclosed.** ☐ **Bill me later.**

600551

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3/17/20 4:16 PM



tpwmagazine.com



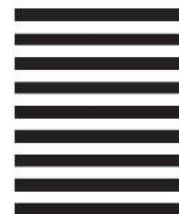
NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES

BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 633 PALM COAST, FL

POSTAGE WILL BE PAID BY ADDRESSEE

TEXAS PARKS & WILDLIFE
PO BOX 421105
PALM COAST FL 32142-6458



428211-A.indd 2

3/17/20 4:16 PM

SUBSCRIBE TODAY
AND SAVE UP TO
85% OFF
NEWSSTAND
PRICES!



YES! Please start my subscription to *Texas Parks & Wildlife* for the term indicated below.

☐ 1 Year for \$10 **Save 83%** ☐ 2 Years for \$18 **Save 85%**

ENTER MY SUBSCRIPTION

Name

Address

City State ZIP

E-mail

Please e-mail me new features and offers from *Texas Parks & Wildlife* magazine.

☐ My payment is enclosed. ☐ Bill me later.



Please allow 6-8 weeks for delivery. This offer good for new U.S. orders only.
Ten issues produced annually.

600552

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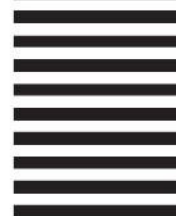
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tpwmagazine.com



NO POSTAGE
NECESSARY
IF MAILED
IN THE
UNITED STATES



BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 633 PALM COAST, FL

POSTAGE WILL BE PAID BY ADDRESSEE

TEXAS PARKS & WILDLIFE
PO BOX 421105
PALM COAST FL 32142-6458

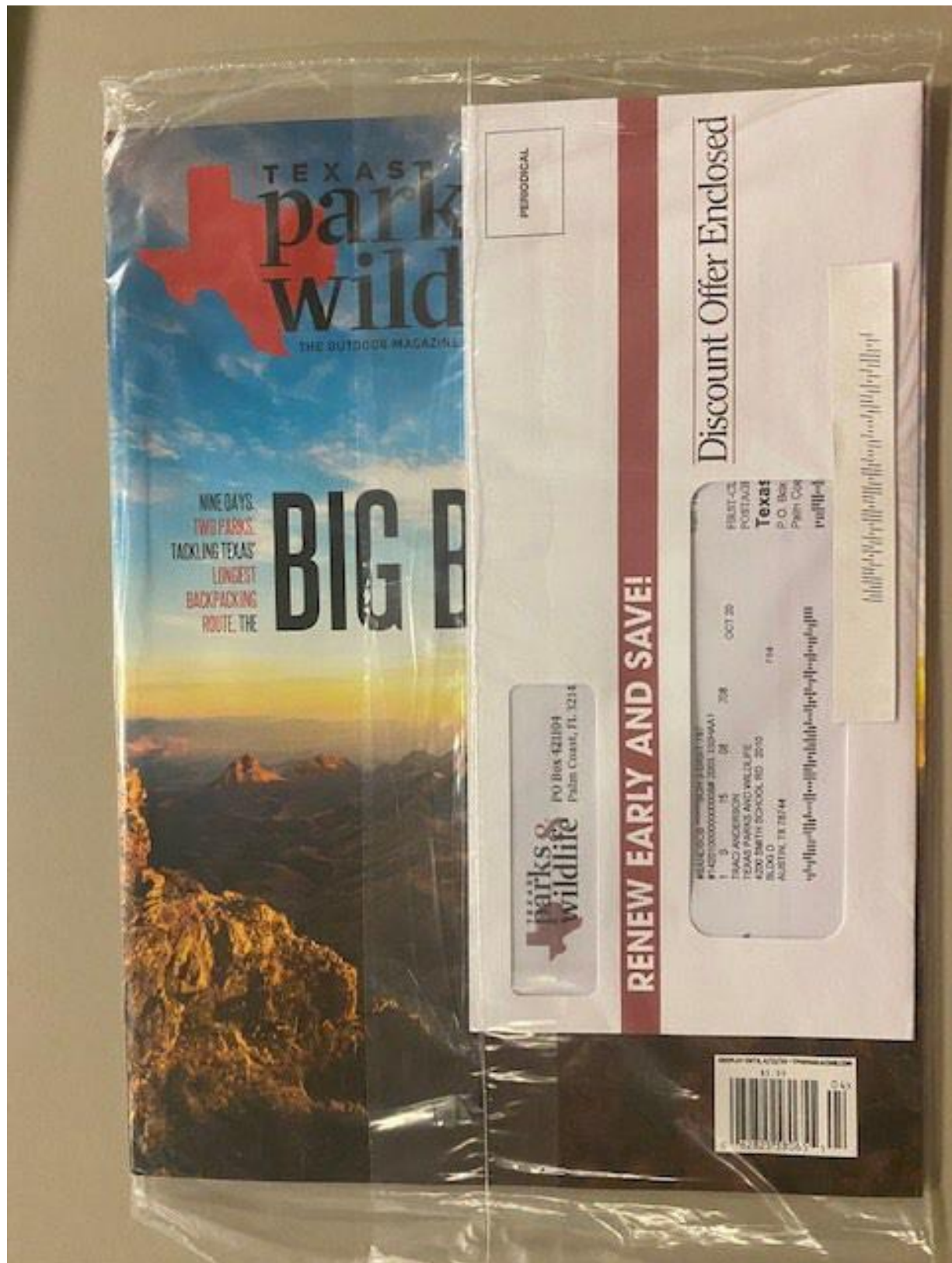


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3/18/20 8:55 AM

ATTACHMENT D – POLY BAGGING ATTACHMENTS SAMPLES

Sample #1:



Sample #2

