

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. 802-26-62679

METAL FABRICATION SERVICES INCLUDING KIOSKS, PANEL BASES, SIGN FRAMES AND RELATED SERVICES

NIGP Class/Items: 914-57

RFP Issue Date:	June 19, 2025
Questions Due:	July 2, 2025; 2:00 PM CT
HUB Notification Deadline:	July 2, 2025 (may be applicable if subcontracting)
Proposal Due Date:	July 15, 2025; 2:00 PM CT

Purchaser: Vanessa D Contreras CTCM CTCD
512-389-4722
Vanessa.contreras@tpwd.texas.gov

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 qualified respondents to provide metal fabrication services of exhibit kiosks, exhibit panel bases, exhibit sign frames and related services for State Parks – Interpretive Services Branch. Individual project needs may range from providing “off-the-shelf” standard fabrication to providing complex custom fabrications according to TPWD design. Finished products shall be delivered to TPWD designated locations within the State of Texas.

2. BACKGROUND

- 2.1. TPWD’s Interpretive Services Branch manage exhibit projects across Texas including interpretive exhibits within visitor centers, wayside exhibits along trails and more. These professional exhibits located in Texas parks and historic sites provide visitors with an engaging learning experience and the opportunity to make a personal connection to the natural resources and cultural heritage of Texas.
- 2.2. The size and scope of projects may range from trail markers, standard “off-the-shelf” Exhibit Bases and Pedestals to large steel structures. Examples of previously completed projects are provided as **Exhibit F – Sample Project A: Cleburne State Park Price Schedule, Exhibit F – Sample Project B: Metal Bases and Frames Price Schedule**, to provide Respondents an idea of the type of work that may be required under awarded contracts.

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. Respondents must provide a technical proposal and pricing for each of these sample projects with their proposal. TPWD will consider pricing and the proposals for these specific projects as part of the evaluation process to determine Respondents understanding and approach to completing projects of similar scope and size.
- 3.3. It is TPWD’s intent to identify qualified vendors and award multiple contracts for metal fabrication services. It is TPWD’s sole discretion to determine best value. After award, TPWD will identify individual projects as they become available by issuing a Scope of Work detailing the work to be performed for each project. TPWD will select a contractor that is determined to provide the best value to the agency for each project.

4. CONTRACT TERM

- 4.1. Initial Contract Term: The contract shall commence on September 1, 2025 or Date of Award, whichever is later, 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 one (1) additional two (2) year period, 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.

- 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 high quality metal fabrication services and related services and have provided a minimum of three (3) past projects of similar scope/nature completed within the past five (5) years. 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. 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.
 - 5.1.3. Shall have qualified personnel demonstrating experience providing high quality metal fabrication services of exhibit kiosks, exhibit panel bases, exhibit sign frames and related services as described herein.
 - 5.1.4. Shall be in good financial standing. TPWD reserves the right to request a copy of the respondent's audited or un-audited financial statement.
 - 5.1.5. Any subcontractor under the primary contractor must meet the same qualifications as the contractor. Primary contractor shall maintain all responsibility for work conducted under this contract as specified herein.
- 5.2. Supporting Documentation: Respondent shall complete and submit [*Exhibit C – Company Profile, Exhibit D – Key Personnel, Exhibit E – Past Projects with Corresponding References and Photos of Work Samples*](#) with proposal to provide documentation to support the above qualifications. (Ref: [*Section II, Subsection 3.3.*](#))

6. SCOPE OF WORK AND SPECIFICATIONS

Contractor shall provide high quality metal fabrication services in accordance with the following specifications.

- 6.1. Metal work shall be fabricated to detail and finished as services specified by project. All metals shall be prepared and finished in accordance with the finish manufacturer's specifications. Use appropriate welding materials, grind welds smooth, and ease all sharp or ragged edges. Standards for welding shall be as recommended by:
American Welding Society
8669 Doral Boulevard, Suite 130
305-443-9353
800-443-9353
www.aws.org
- 6.2. Metal for fabrication of exhibit structures shall be as recommended by the American Society for Testing and Materials (ASTM) for the application specified.
American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, Pennsylvania 19428-2959
610-832-9585
www.astm.org
- 6.3. All products shall be covered by a ten (10) year warranty against fabrication or raw material defects. Contractor shall supply to TPWD a written warranty signed by an authorized representative of the company.
- 6.4. All goods and services shall be delivered in a timeframe mutually agreed upon on a per project basis.
- 6.5. TPWD will not furnish materials, labor, equipment, or facilities unless otherwise provided for in the specifications for specific projects awarded under the contract.
- 6.6. Service Requirements: Services shall include, but are not limited to the following activities:
- 6.6.1. Custom metal fabrication related to indoor and outdoor exhibits such as panel bases, frames and kiosks, trail markers, logos and entrance signs according to TPWD design and specifications.
 - 6.6.2. Provide design assistance of metal fabrications based on Contractor's professional experience
 - 6.6.3. Crating and/or packing for shipment
 - 6.6.4. Freight and/or shipping
 - 6.6.5. Delivery to:
TPWD Headquarters
Attn: Stephen Garrett
4200 Smith School Rd.
Austin, TX 78744

7. CONTRACTOR REQUIREMENTS

- 7.1. 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.
- 7.2. Contractor shall provide service in accordance with requirements specified herein and the resulting contract(s) and adhere to the TPWD Terms and Conditions.

- 7.3. Contractor shall provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the contract.
- 7.4. Contractor is responsible for all costs incurred in the performance of the contract.
- 7.5. 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.
- 7.6. Contractor shall follow relevant safety rules and conduct the work in a safe manner.
- 7.7. Contractor shall designate a Contract Manager upon contract award.
- 7.8. Contractor shall attend all scheduled meetings as required by each project's scope of work and schedule.

8. TPWD RESPONSIBILITIES

- 8.1. TPWD will designate a Contract Manager and Project Manager upon contract award.
- 8.2. TPWD will furnish no material, labor, equipment, or facilities unless otherwise provided for in this contract.
- 8.3. TPWD will provide contractors sufficient information on each project to allow for vendors to respond quickly and efficiently to specific projects as they become available.

9. PERFORMANCE MEASURES

- 9.1. 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.
- 9.2. 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.

10. 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.

11. MODIFICATIONS OF CONTRACT TERMS AND/OR AMENDMENTS

- 11.1. The terms and conditions of the Contract shall govern all transactions under the Contract.
- 11.2. The Contract may only be modified or amended upon mutual written agreement of TPWD Purchaser(s) and the Contractor.
- 11.3. 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.

12. PROCEDURES FOR PROJECT ASSIGNMENT AFTER AWARD

- 12.1. As specific projects are identified, TPWD will develop a project Scope of Work and request a project quote from one or more awarded Contractor(s) identified to have the appropriate experience and personnel for each project based on size and complexity. Each project will be awarded to the Contractor determined to provide best value to TPWD, in the form of a purchase order. It is TPWD's sole discretion to determine best value.
- 12.2. The invited Contractor(s) may be required to visit the work site to attend at least one scheduled preproposal meeting. Contractors' travel and related expenses for pre-proposal meeting shall be at the contractor's expense and will not be reimbursed.
- 12.3. TPWD shall receive the invited contractor(s) proposal for the project by a predetermined date and time stated on the request.
- 12.4. The travel, labor and materials used to **prepare** the proposal will not be reimbursed on the resulting purchase order.
- 12.5. Travel costs related to **implementation** of individual project may be included in contractor's proposal and shall be billed in accordance with the State of Texas Comptroller of Public Accounts' Travel Allowance Guide <https://fmx.cpa.state.tx.us/fmx/travel/texttravel/index.php>.
- 12.6. Shipping and Freight charges shall be included in the proposed budget as a separate line item.
- 12.7. The proposal must contain a Not-To-Exceed (NTE) amount.
- 12.8. TPWD will evaluate proposal(s) and select Contractor determined to provide the best value. The awarded Contractor will receive a work authorization order in the form of a purchase order to conduct work on that particular project. Each project's specific purchase order shall become the highest precedent document composing the contract for that project.
- 12.9. The purchase order will contract the Not-To-Exceed (NTE) amount. Contractor shall not invoice TPWD for any amount above the NTE (not including freight). Any increase to dollars allocated to the purchase order must be pre-approved by the TPWD Project Manager and TPWD Purchaser. Contractor shall not proceed with additional work unless a written Purchase Order Change Notice (POCN) is issued prior to additional work performed.

Note: TPWD will provide Contractors the opportunity to accept and/or reject project assignment. If a Contractor fails to notify TPWD of project acceptance within one (1) business day, TPWD may cancel award and proceed with the next Contractor to avoid delay in the project.

13. INSURANCE

- 13.1. 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	\$500,000 Ea. Accident \$500,000 Ea. Employee \$500,000 Policy Limit
Commercial General Liability General Aggregate Applies Per Project	\$1,000,000 Aggregate \$5,000 Medical Expense each person \$50,000 Damage to Premises Rented to You \$1,000,000 Products Completed Operations \$500,000 Personal & Advertising Liability \$500,000 Each Occurrence
Automobile Liability All Owned, Hired and Non-Owned Vehicles	\$500,000 Combined Single Limit

- 13.2. 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.*
- 13.3. 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.
- 13.4. 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.

14. SUBCONTRACTING

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

15. HUB SUBCONTRACTING PLAN

- 15.1. 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.**
- 15.2. 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.
- 15.3. 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**.

- 15.4. 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>.
- 15.5. 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

- 15.6. ***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.***
- 15.7. ***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.

16. 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 State Parks 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:

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

17. 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*:

- 17.1. Contractor to submit invoice(s) to: Texas Parks & Wildlife Department, Accounts Payable, 4200 Smith School Road, Austin, Texas 78744.
- 17.2. Invoices must show:
 - 17.2.1. Name of Contractor exactly as shown on the contract, Texas Payee Identification Number (PIN), and correct "Remit to" address
 - 17.2.2. Name of receiving entity
 - 17.2.3. Contract/purchase order number
 - 17.2.4. Description, quantity, unit of measure, unit price, extended price of each item
 - 17.2.5. Total price
 - 17.2.6. Discount, if applicable, extended and deducted to arrive at a NET TOTAL for invoice
 - 17.2.7. Attach supporting documentation, if required
- 17.3. Payment:
 - 17.3.1. 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.
 - 17.3.2. 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:
 - 17.3.2.1. Contractor is in breach of this contract;
 - 17.3.2.2. 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;
 - 17.3.2.3. 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;
 - 17.3.2.4. 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.

- 17.3.3. 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.
- 17.3.4. Payments for services purchased with state appropriated funds will be made through state warrants issued by the Comptroller of Public Accounts. Payments by qualified ordering entities will be made through the entities local payment system.
- 17.3.5. Electronic payment may be available through some ordering entities. Contact Accounts Payable at 512-389-4833 for additional information.

SECTION II – PROPOSAL REQUIREMENTS

1. SCHEDULE OF EVENTS

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

Event	Date/Time
RFP Issue Date:	June 19 , 2025
HUB Notification Deadline:	July 2, 2025 (may be applicable if subcontracting)
Questions Due:	July 2, 2025; 2:00 PM CT
Proposal Due Date:	July 15, 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 Contreras, Senior 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 <https://www.txsmartbuy.gov/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 ESD 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](#).

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

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

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

3.3.4. **Exhibit F – SAMPLE PROJECT A: Cleburne State Park Price Schedule** – Include a completed [Exhibit F – Cleburne State Park and Price Schedule](#).

3.3.5. **Exhibit F – SAMPLE PROJECT B: Metal Bases and Frames Price Schedule** – Include a completed [Exhibit F – Metal Bases and Frames and Price Schedule](#).

3.3.6. **Exhibit G – Technical Proposal:** Include [Technical Proposal – tabbed Exhibit G for each of the sample projects \(Exhibit G\)](#) including numbered responses corresponding to each of the items listed in [Exhibit G – Technical Proposals](#).

3.3.7. **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 6](#). 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 6](#) 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
Price – Prices submitted for Sample Projects A – B will be combined to represent the pricing portion of the evaluation. <i>Exhibit F- Sample Projects</i>	40%
Contractor demonstrates the ability and experience to complete Scope of Work, <i>Exhibit E – Past Projects with Corresponding References and Photos of Work Samples</i>	20%
Contractor has available necessary qualified personnel, skills, qualifications, organization, facility, equipment and supplies required to fulfill all requirements, <i>Exhibit C – Company Profile, Exhibit D – Key Personnel</i>	20%
Contractor demonstrates an understanding of the project goals and objectives, <i>Exhibit G – Technical Proposals</i>	20%
Total	100%

- 6.6. **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

MAY 2025

(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.gov/esbd>.
 - 1.4. Gov't Code: The Texas Government Code.
 - 1.5. Owner: Texas Parks and Wildlife Department, an agency of the State of Texas.
 - 1.6. Party/Parties: Either the TPWD and Respondent separately or collectively.
 - 1.7. Respondent: Any person or Vendor who submits a Bid/Proposal/Offer in response to this solicitation.
 - 1.8. Services: Includes the use of labor, materials, facilities, equipment, and any other need that is necessary or incidental to the successful completion of the Contract.
 - 1.9. Subcontractor: Any supplier, distributor, Contractor, person, or firm furnishing to the Contractor, materials or services necessary or incidental to the performance of the Contract between TPWD and Contractor.
 - 1.10. TAC: The Texas Administrative Code, which is the publication for administrative rules.
 - 1.11. Texas Identification Number: A unique 11-digit number assigned by the Texas Comptroller of Public Accounts. When a Payee first contracts with a state agency, that Payee must provide either a federal Employer Identification Number (EIN) or a Social Security number (SSN). The Texas Identification Number (TIN) is based on this number. (Note: If Respondent does not have a TIN, or does not know their TIN, they may list their EIN or SSN on the "Texas Identification Number" line of the Vendor Information Block of their RFP, RFO, IFB or RFQ response.)
 - 1.12. TPWD: Texas Parks and Wildlife Department acting on behalf of the State of Texas.
2. **SPECIFICATIONS:**
 - 2.1. The goods/services provided shall be in accordance with the purchase specifications herein. TPWD will decide the answers to all questions that may arise as to the interpretation of the specifications and the quality, or acceptability of goods/services provided. TPWD will decide the rate of progress of the work and the acceptable fulfillment of the goods/service on the part of the Contractor.
 - 2.2. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids/Proposals on brands of like nature and quality will be considered unless advertised under Texas Gov't Code §2155.067. If the Respondent is offering brands other than the

references, response should show manufacturer, brand or trade name, and other description of product offered. If Respondent is offering brand(s) other than brand(s) specified, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require Respondent to furnish specified brand names, numbers, etc.

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

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

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

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.

- 14.2. 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.
- 14.3. 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.
- 14.4. Notwithstanding any other provision of the Contract to the contrary, unless otherwise requested or approved in writing by TPWD, the Contractor shall continue performance and shall not be excused from performance during the period any breach of Contract claim or dispute is pending under either of the above processes; however, the Contractor may suspend performance during the pendency of such claim or dispute if the Contractor has complied with all provisions of Gov't Code §2251.051, and such suspension of performance is expressly applicable and authorized under that law.

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

16. NAME CHANGES AND SALES:

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

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

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

17. CONTRACTOR RESPONSIBILITIES:

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

Name of former executive: _____

Name of state agency: _____

Date of separation from state agency: _____

Position with Respondent: _____

Date of employment with Respondent: _____

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

- 18. TERMINATED CONTRACTS:** By submitting a Response, the Respondent certifies that it has not had a Contract terminated or been denied the renewal of any Contract for non-compliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited

from contracting with a governmental agency. If the Respondent does have such a terminated Contract, the Respondent shall identify each and provide an explanation for the termination.

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

information is not acceptable and shall make the entire Proposal subject to release under the PIA. In order for TPWD to initiate the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the Proposal that are considered by the Respondent to be proprietary or confidential must be clearly labeled as described herein. Any information which is not clearly identified as proprietary or confidential shall be deemed to be subject to disclosure pursuant to the PIA.

- 22.2. Information, documentation, and other material in connection with this Response or any resulting Contract may be subject to public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Gov't Code.
- 22.3. Contractor is required to make any information created or exchanged with the state pursuant to this Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

- 23. **RIGHT TO DATA, DOCUMENTS AND COMPUTER SOFTWARE (STATE OWNERSHIP):** Any software, research, reports studies, data, photographs, negatives or other documents, drawings or materials prepared by Contractor in the performance of its obligations under this Contract shall be the exclusive property of the State of Texas and all such materials shall be delivered to the State by the Contractor upon completion, termination, or cancellation of this Contract. Contractor may, at its own expense, keep copies of all its writings for its personal files. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of Contractor's obligations under this Contract without the prior written consent of the State; provided, however, that Contractor shall be allowed to use non-confidential materials for writing samples in pursuit of the work. The ownership rights described herein shall include, but not be limited to, the right to copy, publish, display, transfer, prepare derivative works, or otherwise use the works.
- 24. **PUBLIC DISCLOSURE / NEWS RELEASES:** No public disclosures or news releases pertaining to this solicitation shall be made without prior written approval of TPWD.
- 25. **CONFIDENTIALITY AND SECURITY:** The Contractor should not receive any sensitive or confidential information under the Contract. Any information the Contractor compiles or creates as a result of the Contract must be maintained and protected in accordance with any federal, state, or local laws and regulations that apply. The Contractor shall establish a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. The obligations of the Contractor under this Confidentiality and Security Article shall survive this Contract and shall be included in all subcontracts.
- 26. **TERMINATION:** This Contract shall terminate upon full performance of all requirements contained in this Contract, unless otherwise extended or renewed as provided in accordance with the Contract Terms and Conditions.
 - 26.1 **Termination for Convenience:** TPWD reserves the right to terminate the Contract at any time, in whole or in part, without cost or penalty, by providing 30 calendar days' advance written notice if TPWD determines that such termination is in the best interest of the state. In the event of such a termination, the Contractor shall, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TPWD will be liable for payments limited only to the portion of work authorized by TPWD in writing and completed prior to the effective date of cancellation, provided that TPWD shall not be liable for any work performed that is not acceptable to TPWD and/or does not meet Contract requirements. All work products produced by the Contractor and paid for by TPWD shall become the property of TPWD and shall be tendered upon request. Termination under this paragraph shall not relieve the Vendor of any obligation or liability that has occurred prior to cancellation.
 - 26.2 **Termination for Cause/Default:** If the Contractor fails to provide the goods or services contracted for according to the provisions of the Contract or fails to comply with any of the terms or conditions

of the Contract, the TPWD may, upon written notice of default to the Contractor, terminate all or any part of the Contract after providing an opportunity to cure the default.

- 26.2.1 Contractor will be responsible for paying damages to TPWD including but not limited to re-procurement costs, and any consequential damages to the State of Texas or TPWD resulting from Contractor's non-performance. The defaulting Contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specification or scope of work is significantly changed.
- 26.3 The rights and remedies of TPWD provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- 26.4 TPWD may exercise any other right, remedy or privilege which may be available to it under applicable law of the state and any other applicable law or may proceed by appropriate court action to enforce the provisions of the Contract, or to recover damages for the breach of any agreement being derived from the Contract. The exercise of any of the foregoing remedies will not constitute a termination of the Contract unless TPWD notifies the Contractor in writing prior to the exercise of such remedy. The Contractor shall remain liable for all covenants and indemnities under the Contract. The Contractor shall be liable for all costs and expenses, including court costs, incurred by TPWD with respect to the enforcement of any of the remedies listed herein.
27. **SURVIVAL OF TERMS:** Termination of the Contract for any reason shall not release the Contractor from any liability or obligation set forth in the Contract that is expressly stated to survive any such termination or by its nature would be intended to be applicable following any such termination, including the provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, and invoice and fees verification.
28. **RIGHTS UPON TERMINATION OR EXPIRATION OF CONTRACT:** In the event that the Contract is terminated for any reason, or upon its expiration, TPWD shall retain ownership of all associated work products and documentation obtained from the Contractor under the Contract, unless otherwise specified.
29. **CHANGE IN FEDERAL OR STATE REQUIREMENTS:** If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that either TPWD or the Contractor cannot reasonably fulfill the Contract and if the Parties cannot agree to an amendment that would enable substantial continuation of the Contract, the Parties shall be discharged from any further obligations under the Contract.
30. **TAXES:** Purchases made for state uses are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to TPWD.
31. **BUY TEXAS:** In accordance with §2155.4441, Gov't Code, the Contractor agrees that during the performance of a Contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside Texas.
32. **NOTE TO RESPONDENT:** Any terms and conditions attached to a solicitation will not be considered unless specifically referred to on this solicitation form and may result in disqualification of the response submission. If any Respondent takes a 'blanket exception' to the entire solicitation or does not provide proposed alternative language, the Respondent's response may be disqualified from further consideration.
33. **ACCESSIBILITY STANDARDS:** Under Texas Government Code, Chapter 2054, Subchapter M, TPWD must procure products that comply with the Accessibility Standards defined in the Texas Administrative Code, 1 TAC 206 and 1 TAC 213, when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Accordingly, Contractor must provide electronic and information resources and associated product documentation and technical

support that comply with these Accessibility Standards (in the form of a Voluntary Product Accessibility Template, or "VPAT") in its response to this solicitation. Vendors who do not already have accessibility documentation should complete the form located here: <http://www.itic.org/policy/accessibility/>. Contractors that claim their products are exempt from accessibility requirements must present that position to TPWD as a question during the question-and-answer period of the solicitation.

34. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION: Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

35. SYSTEM FOR AWARD MANAGEMENT (SAM): Respondent certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration. Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of your firm using SAM. This is a Federal government-maintained database that records and tracks organizations, either known to or suspected of contributing to terrorist organizations. No state funds may be paid to an individual or firm whose name appears on this list. TPWD reserves the right, in its sole discretion, to deny and/or exclude any individual or firm from an award whose name appears on this list.

36. FEDERAL DISASTER RELIEF FRAUD: Sections and 2261.053 of the Gov't Code, prohibit state agencies from accepting a response or awarding a Contract that includes proposed financial participation by a person who, in the past five years has been convicted of violating a federal law or assessed a penalty in connection with a Contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Gov't Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Gov't Code, Respondent certifies that the individual or business entity named in this response or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

37. APPLICABLE LAWS AND VENUE: The Contract shall be governed by and construed in accordance with the laws of the State of Texas, with regards to the conflicts of law provisions. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TPWD.

38. APPLICABLE LAWS AND CONFORMING AMENDMENTS: Contractor must comply with all laws, regulations, requirements and guidelines applicable to a Contractor providing services to the State of Texas as these laws, regulations, requirements and guidelines currently exist and as they are amended throughout the term of this Contract. TPWD reserves the right, in its sole discretion, to unilaterally amend this Contract throughout its term to incorporate any modifications necessary for TPWD or Contractor's compliance with all applicable State and federal laws, and regulations.

39. COMPLIANCE WITH LAWS; DEALING WITH PUBLIC SERVANTS:

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

- 39.2. The Respondent shall give all notices and comply with all laws and regulations applicable to furnishing and performance of the Contract. Except where otherwise expressly required by applicable laws and regulations, TPWD shall not be responsible for monitoring Respondent's compliance with any laws or regulations. If Respondent performs any work knowing or having reason to know that it is contrary to laws or regulations, Respondent shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.
40. **NO WAIVER:** Nothing in this Contract shall be construed as a waiver of the state's or TPWD's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TPWD does not waive any privileges, rights, defenses, or immunities available to TPWD by entering into this Contract or by the conduct of any representative of TPWD, prior to or subsequent to entering into this Contract.
41. **NO LIABILITY UPON TERMINATION:** If this Contract is terminated for any reason, TPWD and the State of Texas shall not be liable to Contractor for any damages, claims, losses, or any other amounts arising from or related to any such termination. However, Contractor may be entitled to the remedies provided in Gov't Code, Chapter 2260.
42. **DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES:** Respondent represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code, Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Respondent has not been found to be liable for such practices in such proceedings. Contractor certifies that it has no officers who have served as officers of other entities who have been the subject of Deceptive Trade Practice violations or allegations of any unfair business practices in an administrative hearing or court suit, and that such officers have not been found to be liable for such practices in such proceedings.
43. **FALSE STATEMENTS; BREACH OF REPRESENTATIONS:** If Respondent signed its Bid/Proposal with a false statement or signs the Contract with a false statement or it is subsequently determined that Contractor has violated any of the representations, warranties, guarantees, certifications or affirmations included in the Contract, Contractor shall be in default under this Contract and TPWD may terminate or void the Contract for cause and pursue other remedies available to TPWD under this Contract and applicable law.
44. **ACTUAL AND PERCEIVED CONFLICTS:** By submitting a Bid/Proposal, the Respondent represents and warrants that the provision of goods and services or other performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. In its Bid/Proposal, the Respondent shall disclose any existing or potential conflict of interest that it might have in contracting with TPWD. The TPWD will decide, in its sole discretion, whether an actual or perceived conflict should result in Bid/Proposal disqualification or Contract termination.

45. CURRENT AND FORMER TPWD EMPLOYEES:

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

46. INSURANCE AND OTHER SECURITY:

- 46.1. Respondent represents and warrants that it will, within ten (10) business days of executing this agreement, provide TPWD with current certificates of insurance or other proof acceptable to TPWD of the required insurance coverage.
- 46.2. The Respondent represents and warrants that it will obtain and maintain for the term of the Contract all insurance coverage required under this solicitation. Contractor's failure to obtain or maintain the specified coverage during the term of the agreement will be considered a breach of the Contract.
- 46.3. The Respondent represents and warrants that all of the above coverage will be obtained from companies that are licensed in the state of Texas, have an "A" rating from Best, and are authorized to provide the coverage. The Respondent shall furnish proof of insurance upon request of TPWD.

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

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

49. AMENDMENTS: Except as provided in [Section III, Paragraph 8](#) of this Contract, this Contract may be amended only upon written agreement between TPWD and Contractor; however, any Amendment of this Contract that conflicts with the laws of the State of Texas shall be void. The Contractor shall not be entitled to payment for any additional services, work, or products that are not authorized by a properly executed Contract amendment.

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

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

coverage, or federal or State withholding requirements. Contractor shall indemnify the State of Texas and shall pay all costs, penalties, or losses resulting from its omission or breach of this Section.

52. INDEMNIFICATION AND LIABILITY:

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

52.2 **Infringements:**

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

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

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

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

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

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

53. **CONTRACTOR LIABILITY FOR DAMAGE TO GOVERNMENT PROPERTY:** The Contractor shall be liable for all damages to government-owned, leased, or occupied property and equipment caused by the Contractor and its employees, agents, subcontractors, and suppliers, including any delivery or cartage company, in connection with any performance pursuant to the Contract. The Contractor shall notify the TPWD Contract Manager in writing of any such damage within one (1) calendar day.
54. **FELONY CRIMINAL CONVICTIONS:** Respondent represents and warrants that Contractor has not and Respondent's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Respondent has fully advised TPWD as to the facts and circumstances surrounding the conviction.
55. **IMMIGRATION:** The Respondent represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verification forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract. The Respondent also represents and warrants that it shall comply with the requirements of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 ("IIRIRA).
56. **SUBCONTRACTORS:** Subcontractors providing service under the Contract shall meet the same requirements and level of experience as required of the Contractor. No subcontract under the Purchase Order shall relieve the primary Contractor of responsibility for the service. If the Contractor uses a subcontractor for any or all of the work required, the following conditions shall apply under the listed circumstances:
- 56.1. Respondents planning to subcontract all, or a portion of the work shall identify the proposed subcontractors.
- 56.2. Subcontracting shall be at the Contractor's expense.

- 56.3. TPWD retains the right to check subcontractor's background and make determination to approve or reject the use of submitted subcontractors.
- 56.4. The Contractor shall be the only Contact for TPWD and subcontractors. Respondent shall list a designated point of contact for all TPWD and subcontractor inquiries.
- 56.5. The Contractor, in subcontracting for any performances specified herein, expressly understands and acknowledges that in entering into such subcontract(s), TPWD is in no manner liable to any subcontractor(s) of the Contractor. In no event shall this provision relieve the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all terms of this solicitation and Contract. The Contractor shall manage all quality and performance, project management, and schedules for subcontractors. The Contractor shall be held solely responsible and accountable for the completion of all work for which the Contractor has subcontracted.
57. **PROTEST PROCEDURES:** Any actual or prospective Respondent who is aggrieved in connection with this solicitation, evaluation, or award of any Contract resulting from this solicitation may formally protest as provided in TPWD's rules at TAC, Title 31, Part 2, Chapter 51, Subchapter L, Rule 51.350.
58. **NON-APPROPRIATION OF FUNDS:** Any Contract resulting from this solicitation is subject to termination or cancellation, without penalty to TPWD, either in whole or in part, subject to the availability of state funds. TPWD is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TPWD becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TPWD's or Contractor's delivery or performance under the Contract impossible or unnecessary, the Contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TPWD will not be liable to Contractor for any damages, which are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.
59. **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.
60. **HB1295 CERTIFICATE OF INTERESTED PARTIES:** If value of Contract will exceed one million dollars, in accordance with 2252.908 of the Government Code, A business entity must use the [Form 1295 filing application](#) to enter the required information on Form 1295 and print a copy of the completed form. Once entered into the filing application, the completed form will include a unique certification number, called a "certification of filing." An authorized agent of the business entity must sign the printed copy of the form affirming under the penalty of perjury that the completed form is true and correct. The completed, printed, and signed Form 1295 bearing the unique certification of filing number must be filed with TPWD at the time of execution. Additional information can be found at: <https://www.ethics.state.tx.us/filinginfo/1295/>.
61. **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.

62. **DRUG-FREE WORKPLACE:** The Contractor shall comply with the applicable provisions of the Drug-Free Workplace Act of 1988.
63. **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.
64. **ORDER OF PRECEDENCE:** In the case of conflicts between the Contract documents, the following shall control in this order of priority:
- 64.1. Signed Contract/Purchase Order (or Notice of Award)
 - 64.2. Attachments to the Contract/Purchase Order (or Notice of Award)
 - 64.3. The Solicitation (e.g., RFP, IFB)
 - 64.4. Contractor's Response to the Solicitation and Contractor's Best and Final Offer, if applicable
65. **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.
66. **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.
67. **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.
68. **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.).
69. **U.S. DEPARTMENT OF HOMELAND SECURITY'S E-VERIFY SYSTEM:**
- 69.1. 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:
 - 69.1.1. All persons employed to perform duties within Texas, during the term of the Contract; and
 - 69.1.2. All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America
 - 69.2. The Contractor shall provide, upon request of TPWD, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.
 - 69.3. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be

responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

70. Pursuant to Texas Government Code, Title 10, Subchapter F, §§ 2270.001-2270.002, TPWD may not enter into a Contract that has a value of \$100,000 or more with a company and that employs 10 or more full-time employees (as defined by Texas Government Code, Title 8, Subchapter A, § 808.001, (except that the term does not include a sole proprietorship) that boycotts Israel. By signing this bid, Bidder verifies that in accordance with Texas Government Code, Title 10, Subchapter F, §§ 2270.001-2270.002, Bidder:
- 70.1. Does not boycott Israel; and
 - 70.2. Will not boycott Israel during the term of the Contract.
71. Pursuant to *Texas Government Code*, Title 10, Subchapter F, §§ 2252.151-2252.154, TPWD may not enter into a Contract with a company (as defined by *Texas Government Code*, Title 8, Subchapter A, § 806.051) that is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under *Texas Government Code*, §§ 806.001, 807.051 or 2252.153. By signing this bid, Bidder certifies that it is not a company identified on a list as prepared and maintained by the Texas Comptroller of Public Accounts pursuant to *Texas Government Code*, §§ 806.001, 807.051 or 2252.153.
72. 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.
73. **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.
74. **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.
75. **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.
76. **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.
77. **FINANCIAL PARTICIPATION PROHIBITED AFFIRMATION:** Pursuant to Section 2155.004(a) of the Texas Government Code, Respondent certifies that neither Respondent nor any person or entity represented by

Respondent has received compensation from TPWD to participate in the preparation of the specifications or solicitation on which this Response or Contract is based. Under Section 2155.004(b) of the Texas Government Code, Respondent certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated, and payment withheld if this certification is inaccurate.

78. **ABORTION PROVIDER AND AFFILIATE TRANSACTIONS PROHIBITED:** Respondent represents and warrants that the Contract is not a taxpayer resource transaction prohibited by Section 2272.003 of the Texas Government Code and that payments made by TPWD to Contractor and Contractor's receipt of appropriated funds under the Contract are not prohibited by Article IX, Section 6.25 of the General Appropriations Act.
79. **FOREIGN TERRORIST ORGANIZATIONS:** Section 2252.152 of the Texas Government Code prohibits TPWD from awarding a Contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it is not ineligible to receive the Contract.
80. **HUMAN TRAFFICKING PROHIBITION:** Under Section 2155.0061 of the Texas Government Code, the Respondent certifies that the individual or business entity named in this Response or Contract is not ineligible to receive the specified Contract and acknowledges that this Contract may be terminated, and payment withheld if this certification is inaccurate.
81. **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.
82. **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.
83. **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.
84. **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.
85. **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.
86. **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-of-achm-a.pdf>

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.

[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/tpasscblsearch/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.

Rev. 2/17

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: 6/18/25 **Requisition Number:** 802-26-62679
Description: METAL FABRICATION SERVICES INCLUDING KIOSKS, PANEL BASES, SIGN FRAMES AND RELATED 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:

914-57	CONSTRUCTION SERVICES, TRADES, NEW CONSTRUCTION Metal Work

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	Mailing Address	City	Email	Phone	Business Description
Results for HUBs for Class/Item: 914-57							
CONSTRUCTION SERVICES, TRADES, NEW CONSTRUCTION Metal Work							
1333645360300	1ST CONSTRUCTION TRADES, LLC	Mike Jones	2021 GUADALUPE,STE. #260	AUSTIN	cs@1stconstructio ntrades.com	877-731-4135	1st Construction Trades provides general contracting, construction management, and trade services for public sector projects, specializing in renovation, new construction, and facility upgrades for government and institutional clients.
1475117648900	3i Contracting, LLC	Marriel Williams	1111 W MOCKINGBIRD LN STE 1050,SUITE 1050	DALLAS	mewilliams@3icon tracting.com	214-231-0675	General Contractor, Construction Manager, CMAR, Design/Build, Job Order Contracting
1842115429700	9 ETHER GLOBAL SERVICES, LLC	Ariel Mitchell	9809 BLISSFUL PRAIRIE LANE,	HOUSTON	9etherglobal@gmai l.com	832-236-7497	General contracting services. Also provide the following trade services: drywall, framing, ceiling, painting, flooring, specialties, carpentry, Division 9 & 10, etc.
1850557696900	915 DO IT RIGHT, LLC	MAXIMIN STAN	109 N OREGON ST STE 404A,	EL PASO	maximinstan@yah oo.com	915-850-2819	We specialize in Residential & Commercial Construction; including Roofing, Remodeling, Painting, Concrete Work, Site Prep, Demolition, Foundation, Framework, Interior Rehab, Plumbing, Electrical & HVAC.
1461516405100	ACERO CONSTRUCTION SERVICES, INC.	Bryan Lovelady	400 Bunton Creek Rd.,	Kyle	jdbiggs@msikyle.c om	512-560-4321	Commercial Building Steel Erector

1460532886400	ACG Contractors LLC	Victor Alvarez	13501 Katy Freeway,Suite 1541	Houston	monica@acggc.com	281-416-4333	Whether a small or a large scale project, ACG's construction services are delivered within our culture of integrity and projects completed on time and within budget.
1814383087700	ACS FENCE AND CONTRACTING SERVICES LLC	MARK L CANDANOZA	21928 YOUNG RD,	HARLINGEN	ACTIONFENCERG@GMAIL.COM	956-244-5182	Construction of Fences, Concrete Work, Brick Layering, All Access Control, Ground Maintenance
1463120331300	ALL WORKS CONSTRUCTION CORPORATION	Jose Saul Cantu	1432 N ALAMO RD,	ALAMO	allianceconstructionworks@aol.com	956-702-8700	Bull dozer Services, Root Plow Works, Root Rack and Stacker; Disc Work; Demolition Services; Chain Works; Back hole service; Brush Clearing; Land clearing; Pond Building and Dams.
1201228256700	AMCO Steel Fabrication, LLC	Michaela Juarez	8051 S. Loop 1604 E.,	Elmendorf	adrian@amco-llc.com	210-488-9023	Fabrication of Structural Steel, Pre-engineer buildings, ornamental steel & fencing and Speciality Steel and fencing, Misc. Steel, specialty steel, decorative steel and wrought iron work installation, stairway, metal installation; welding; store front, m
1455586597200	AMERICA'S CHOICE ROOFING LLC	PresFrances Spivey	4301 ALEXIS CT,	COLLEGE STATION	frances@americaschoiceroofers.com	979-776-5292	Commercial and Residential roofing. New construction, re-roofing and repairs of all commercial and residential roofing.
1923830068500	AMP UP WELDING & DESIGN LLC	Rosario Miranda	1031 BOWEN ST,	PLEASANTON	rosariomiranda@ampup.llc	210-589-4393	At Amp Up Welding & Design LLC, we offer quality welding services for structures and pipes. Knowledge in security fencing, ornamental, Chain-link, and private fencing.Our NAICS codes are 238120, 332312, 332313, and 332996.

1990908107700	ARCON GROUP LLC	Karla Andrade	9450 PINECROFT DR,#8514	SPRING	management@arcongroupllc.com	713-206-0496	Our range of services includes interior buildouts such as drywall installation, painting, flooring, tile work, and cabinetry. We also specialize in outdoor projects, including privacy fences, patio upgrades, outdoor kitchens, and concrete work.
1264357323600	ATX ENVIRONMENTAL SOLUTIONS, LLC	Paul Whan Kim	1205 SHELDON COVE,SUITE 1-K	AUSTIN	paul.kim@atxesl.com	512-452-2701	ATX is a turnkey Mechanical Contractor Company that specializes in: HVAC, Sheetmetal Work, Plumbing, Process Piping, Industrial Piping, Cleanroom Facilities Installation
1874122004200	AXIS CONSTRUCTION SERVICES, LLC	Michael Irby	218 GRANT DR,	ROYSE CITY	michael@axis-gc.com	972-816-3987	Residential/Non residential new construction, remodels, renovations
1204458359400	AZTECA DESIGNS, INC	Cecilia Castellano	20956 SOMERSET RD,	SOMERSET	marketing@azteca-designs.com	210-375-1900	A General Construction Company that specializes in all in interior and exterior finishes. Flooring, walls, ceiling. Interior demolition and put back. Concrete work, asphalt work, parking lot striping, exterior painting, mowing and landscaping
1542074052200	Armor Construction Co. Inc.	Hector LOYA	11841 EMILY CT,	EL PASO	hector@armorconstruction.com	915-478-7744	GENERAL CONTRACTOR - REMODEL RESIDENTIAL & COMMERCIAL, FRAMING, DRYWALL, RENOVATIONS, ROOFING, ADDITIONS, PLUMBING, DEMOLITION, WELDING, CONCRETE, PAINTING, ETC.
1900632992400	Asher Contractors, LLC	Martha M Garza	4157 JUNG RD,	SAN ANTONIO	martha@ashercontractors.com	210-598-9409	provides plumbing, HVAC, utility site work, underground utilities, Pipe & Structural Steel Welding, underground natural gas, general construction and demolition.

1464966161900	BENCHMARK BUILDING & CONSTRUCTION, LLC	Katherine Simmerman-Morgan	PO BOX 1476,	CLEBURN E	katie@bbctexas.com	682-459-2227	Primary service is metal building erection
1872334428100	BLOUNT ENTERPRISES LLC DBA PREMIER CONST	Debbie Blount	396 SUTHERLAND RD,	AXTELL	debbie@premierconstruction.mx	254-717-6563	We are a WOE that specializes in metalwork/ welding while maintaining a broad emphasis on general construction. We currently perform a variety of SOWs for our current commercial customers.
1841747030100	Bedrock International Group LLC	Aneela Qamar	14871 Memorial Dr,SUITE 135	Houston	Info@bedrockgroupllc.com	713-894-2703	General construction. Project management. Construction management. Design-Build. Tenant Improvement. Remodel. Renovation.
1742940635200	CAL-TEX Interiors Incorporated	Jaime Flores	7177 Oak Dr.,	San Antonio	yolanda@caltexinteriors.com	210-734-9480	SUB-CONTRACTOR, METAL STUID FRAMING, DRYWALL ACOUSTICAL CEILINGS, FRP, INSULATION, FRP, ROUGH CARPENTRY.
1200547573100	CASIAS CONSTRUCTION, LLC	Frank D. Casias	6825 BREEDEN AVE,	SAN ANTONIO	frank@casiasconstructionllc.com	210-308-1067	General Contractor Specializing in Commercial Construction
1823027227200	CASTRO CONTRACTOR SERVICES INC	JOSIAS CASTRO	1602 BURNING TREE RD,	HUMBLE	joe@castroconstructionservicesinc.com	281-785-1985	Construction Management
1300971025500	CLI-ENERGY AND CONSTRUCTION, LLC	Terry Harts	12619 NORTHWOOD COLONY TRL,	HOUSTON	tharts@cli-energyandconstruction.com	832-629-7969	We develop Solar Power options for business, schools, municipalities, and other companies. We build roof or ground solar projects. And we are a general contractor for residential and commercial projects.

1853945365600	CMN Investments Group LLC	Catina Flagg	17331 Cricket Mill Dr,	Humble	cflagg@cmninvest ment.net	713-582-3671	To provide rental or leased property to low income families and veterans. To consult with corporate and residential property owners on staging spaces for the purposes of rental property or corporate housing
1861328327600	CONFORMANCE LLC	MIRZA FARJAD BAIG	743 BRICK ROW DR,1121	RICHARDS ON	Farjadbaig@gmail.com	214-430-8492	Engineering Consultant and Contractor
1814985108300	CORNERSTONE SYNERGY LLC	Luke Durst	PO BOX 1570,	PANHAND LE	ldurst@cornerston etx.net	806-279-0999	Boring, Trenching, excavation, welding, general construction, roofing
1810933941800	COWBOYS ROOFING, LLC	Sunnie Ebel	1320 BROWN TRL,	BEDFORD	info@cowboysroofi ng.net	682-289-0333	Commercial roofing, re-roofing, roofing replacement, general construction, mitigation, maintenance, and roofing repairs. Emergency and catastrophe response.
1872777550600	CTNJ CONSTRUCTION LLC	Cody Blake Torres	17743 RANCHO DIANA,	SAN ANTONIO	ctorres@macawho mes.com	361-946-5006	General contracting services ranging from residential to light commercial
1473008821900	Cb's Welding & Fabrication	Chris Chapa	6245 Old Brownsville #2,	Corpus Christi	cbsweldingfabricat ion@gmail.com	361-737-4247	CB's Welding is AWS certified and provides welding services to commercial and residential in ferrous and nonferrous metals, handrails for the handicap, commercial & residential fences/gates, pressure piping systems, structural metal work and skids.
1300505867500	Consolidated Installation Support, LLC	Joe Monroe	6531 FM 78 STE 110-496,	SAN ANTONIO	joe@vetcis.com	210-387-0097	General Contracting construction company, concrete, sidewalks, framing, curb and gutters, forming, site cleanup, park renovations, hospital labs renovations.
1203062308100	D7 Roofing & Metal LLC	Michael A Delgado	8701 W Hardy Rd,	HOUSTON	mdelgado@d7roofi ngtx.com	713-325-0700	Roofing & Metal Contractor

1474992944500	DC FABRICATION & OILFIELD SERVICES, LLC	Jennifer Torres Jennifer Torres	117 E LOEB,	EDINBURG	eaglegrid@yahoo.com	956-603-2322	General Oilfield Construction, Industrial construction, Site/Civil Construction, Pipe Fabrication.
1850633111700	DEVPRO COMMERCIAL CONTRACTORS, INC	jeffrey dobbins	1035 Hendricks Avenue,	Dallas	Contact@devprocommercialcontractors.com	877-388-7761	Building construction.
1472274594100	DSS Drywall Suspension Systems LLC	Pedro Morales	611 N McColl Rd Ste B,	McAllen	pete@dssdrywall.com	956-266-0939	.
1845058642700	DUALFAB LLC	PAULA WILLIAMS	PO BOX 407,	GOLDEN	paulaw@dualfabllc.com	903-638-3352	WELDING, FABRICATION, MAINTENANCE STANDS, PLATFORMS, PIPE SUPPORTS, STAIRS, HANDRAILS
1474595380300	Dos Hermanos Construction, LLC	julio paez	3814 Boca Chica Blvd.,	Brownsville	doshermanosconstruction@yahoo.com	956-551-4556	Painting, flooring, roofing, framing, electrical, plumbing, concrete, remodeling, asphalt and new construction.
1991015078800	EASTON MACHINERY MOVERS, LLC	Ruben Rodriguez	7540 ROMAIRE RUN,	SAN ANTONIO	Eastonbid@gmail.com	210-701-5812	Rigging and Machinery Moving, serving all industries, General Manufacturing, Heavy Industrial, Medical, Higher Education, Aerospace, Government, Mechanical, Data Centers
1815317806800	EFFICIO CONSTRUCTION SERVICES, LLC	JUAN VILLALOBOS JR	1600 E YANDELL DR,	EL PASO	JuanV@efficiollc.com	915-373-0867	Construction company
1820969765700	EISCHEN'S GENERAL CONTRACTING, LLC	Ava Sharifian	1101 RIDGECREST DR,	AUSTIN	ava@egcatx.com	512-445-0128	To provide general contracting services that focuses on remodeling residential properties and buildings. Also firm maintains trails and bridges. The firm mainly provides landscaping services.
1272071307700	EMPIRE ACERO, LLC	Valerie Gunnels	P.O. BOX 14008,	HUMBLE	estimating@empireacero.com	281-446-2409	Structural Steel Erection

1742722075500	EMPLOYEE RISK MANAGEMENT CO. LLC	Laura E Escobar	321 TEXAN TRL STE 100,	CORPUS CHRISTI	opportunities@alltempersonnel.com	361-808-8367	Temporary Services, Human Resources, PEO Professional Employer Organization, Professional Placement, Payroll Services
1923074620800	EP GEM ENTERPRISES LLC	George Cepeda	1337 JIM PAUL DR,	EL PASO	gcepeda@valor-gc.com	915-740-6917	SDVO SB GENERAL CONTRACTOR WITH 20 YEARS IN UNDERGROUND UTILITIES, PAVING, CONCRETE AND PIPELINE WORK.
1922785859400	FITZ ASSOCIATES, LLC	Darla Lowden	1955 FM 2001, SUITE 420	BUDA	darla@fitzassoc.com	281-904-9280	Woman Owned, General Contractor, Engineering, Job Order Contracting, Design Build, ADA Compliance
1752577085900	FMC Commercial Drywall	Sonya Massey	5720 Valley street, Suite 1	Alvarado	smassey@fmcdrywall.com	817-430-1300	Cold formed metal framing, Batt insulation, Gypsum Board Assemblies, Acoustical Ceilings, FRP, Fabric wrapped panels
1472781339700	Faith Demolition, LLC	Angela Johnson	4687 Cole Lane,	College Station	angela@faithdemolition.com	979-777-6827	DEMOLITION SERVICES; DEMOLITION SERVICES, HIGHWAY, HEAVY AND UTILITIES; DEMOLITION SERVICES, INDUSTRIAL (WAREHOUSE, UTILIT; DEMOLITION SERVICES, NON-RESIDENTIAL (OFFICE BUILD; PLUMBING; SERVICES, PLUMBING; PLUMBING, NON-RESIDENTIAL (OFFICE BUILDINGS); PL
1873904885000	Falcon Construction Services	Jeffrey King	2225 W Peter Smith St,	Fort Worth	Jeffrey@FalconCon Svcs.com	817-901-5849	Ground-up/renovation commercial general contractor located in Fort Worth. Providing clients with pre-construction services, construction management, and building services.
1451143912800	Form and Fiber Inc.	Geri Rademacher	803 E. Mason St.,	Mabank	admin@formandfiber.com	903-603-9269	Commercial exterior site furnishings

1882298753500	Frausto - Castillo Construction Group, L	Alfredo Frausto	8610 Boutry Heights,	San Antonio	info@fcconstructio ntx.com	210-267-1926	Construction management, commercial and institutional building; Poured Concrete Foundation and Structure Contractors; Framing contractors; Masonry Contractors
1261810072600	G & H CONSTRUCTION AND REMODELING LLC	Pete Herrera	333 POPE BEND SOUTH,	CEDAR CREEK	rflt20@austin.rr.co m	512-985-5013	Construction Services; specialty trade, flooring, remodel/alterations, painting, water & waterproofing maintenance & repair.
1834050961300	G2 CONSTRUCTION SERVICES, INC.	Jyl Gibson	3303 SHELL RD,SUITE 3	GEORGET OWN	jyl@g2csinc.com	512-688-5725	Commercial general contractor specializing in General Contracting, Design Build, Construction Management, Planning & Development, Pre-Construction Consulting. TIPS JOC awarded contractor.
1270296441700	G2 Contractors, LLC	Heather McGlasson	PO Box 1596,Box 1596	Mason	heather@g2contra ctors.com	817-739-6565	General Contractor / Certified Construction Manager (CCM) who primarily works with land management and historical government agencies in all Regions within the State of Texas. Performs any type and size of project in Texas.
1272831481100	GARCIA J CONTRACTORS INC	Juan Garcia	PO BOX 1649,	BUDA	garciajcontractors @gmail.com	512-965-4274	Commercial & Institutional Building Construction-Home & Portable moving, construction, remodel, Hauling
1320050162800	GCC Enterprises, Inc.	Gregory Cody	1601 VALLEY VIEW LN,	DALLAS	msully@gccenterpr ise.com	972-406-1050	Industrial Building Construction
1331129645600	GOLDEN CONSTRUCTION SERVICES INC	Dee Hudnall	4114 CR 177,	Anna	accounting@golde ninc.net	214-924-4965	Masonry, Cast Stone, Concrete, Steel, Landscape & Irrigation
1462538954000	GOMEZ INTEGRATED SOLUTIONS LLC	Tony Gomez	2612 S 3RD ST,	AUSTIN	giscontracting74@ gmail.com	512-801-6132	Building construction and remodeling.

1471333763300	Galaxy Building Services, Inc.	Jonah Mandli	1331 US HIGHWAY 80 E,SUITE 103	MESQUITE	jonah@galaxy-build.com	214-693-3471	GC, Interior/exterior finish outs, windows, door, painting, carpentry, siding, bathroom, cabinetry, granite, counter tops, masonry, concrete, new home construction, flooring Vinyl/laminated, tiles, carpet, cove base, bathroom remodel...
1760700522400	Gulf Coast Railings, Inc	Nic Hurst	P.O. Box 2029,	Tomball	nichurst@gcrailings.com	281-259-1153	
1843981149000	HALLCON CONSTRUCTION LLC	Jessica Hall	200 JAYNE COVE,#A130	AUSTIN	jessica@hallconconstruction.com	512-633-4980	Commercial Construction
1464798134000	HOU-TEX SHEET METAL, INC.	Ronal Argumedo	P.O. BOX 38505,	HOUSTON	office@houtexsheetmetal.com	281-847-3336	Provide commercial sheet metal roofing and accessories along with commercial roofing applications.
1824092697400	Hays Fiesta, LLC	Sylvia Arreola	1645 Main Street, Suite A,	Buda	nsdomestics@gmail.com	512-262-0183	Janitorial Services; Custodial Services, Janitorial Services Contractor, Housekeeping services
1861414748800	Heat Fusion Welding LLC	Javier Cervantes	7919 Broussard,	San Antonio	javierc@heatfusionwelding.com	956-458-1689	Decorative steel and wrought iron work installation; Stairway, metal, installation; Welding, on-site, contractors; Pipe fitting contractors; Fabricated Structural Metal Manufacturing
1862961903400	Independence Heights Construction & Prop	Brandon Yarbrough	514 E 40th 1/2 St B,	Houston	b.j.yarbrough15@gmail.com	281-687-3871	Independence Heights Construction provides end-to-end construction services from remodeling/renovation to full construction of residential and commercial buildings.
1464482424600	J AND M HERITAGE CONSTRUCTION COMPANY	Mariana H Lermuseaux	491 N RESLER DR STE F,	EL PASO	jmheritagecc@gmail.com	915-630-8665	Building construction

1824096085800	J.L. SQUARED CONSTRUCTION	Domingo V Lopez	P.O. Box 10376,	CORPUS CHRISTI	jlsquaredcctx@gmail.com	210-385-3591	BUILDING CONSTRUCTION SERVICES, NEW, INCLUDING MAINTENANCE AND REPAIR SERVICES; Building Construction, Industrial, Warehouse, etc.; Building Construction, Non-Residential, Office Bldg., etc.; Building Construction, Educational; Building Construction, (No
1812637905800	JAHGZ QUALITY CONSTRUCTION, LLC	Hector Gonzalez	1420 COTTON GIN DR,	SAVANNAH	hector@jahgz.com	972-837-0877	General Contracting
1461172518600	JAJ PROPERTY SERVICES LLC	Summer Jordan	PO BOX 62502,	SAN ANGELO	summer.jordan@jajpropertyservices.com	325-703-1340	Full scale interior and exterior renovations. Tenant finish out. Framing, drywall, TBT, exterior painting, Patio rebuild, siding replacement, ADA ramps & bathrooms, Sidewalk repair
1201931167400	JAMCO Ventures, LLC	Joe Muniz	1450 N. Flores,	San Antonio	joe.muniz@jamcoventures.com	210-270-7609	General Contractor, Construction, Sewer, Concrete, Utilities, HVAC, Electrical, Communications, Computer Cabling, Fire Alarm & Protection, Cooling Tow
1352557738600	JBC Steel Products, LLC	SUSAN L WHIPKEY	10904 Sanden Drive,Suite 102	Dallas	slwhipkey@jbcsteel.com	432-664-5834	JBC Steel Products is a custom fabricator of stair, railing, ladder and catwalk systems. We have been designing and fabricating stair systems for 45 years. We rely on the design and structural drawing for data such as: floor opening size, floor to floor
1842420704300	JC BUILDING SOLUTIONS, LLC	Christy Crowson	3609 COUNTY ROAD 7660,	LUBBOCK	christycrowson@jcbuildingsolutions.net	806-928-2930	JCBS is a full residential and commercial remodeling company. We provide all services from mechanical, electrical, plumbing, flooring, framing, drywall, doors and paint.
1830389027300	JENNRAND DIVERSIFIED, L.L.C.	Randy Randolph	P O BOX 1354,	TATUM	jennrand@outlook.com	903-557-1070	General Contractor-Residential and Commerical: Commodity Broker

1814630502600	JKD Industries LLC	Katherine Davis	PO BOX 961,	SIMONTO N	jkindustriesllc@gmail.com	832-799-4572	JKD Industries, LLC specializes in home remodels as well as custom home builds.
1471367690700	JOAE PROPERTIES LLC	Joshua walker	4311 WICKBY ST,	WESTON LAKES	jwalker@joaeconstruction.com	832-215-0255	Construction and Rehabs
1931447693800	K & M UNLIMITED, LLC	Karen Downey	315 W 1ST ST,	FREEPORT	k.m.unlimitedllc@gmail.com	879-388-8894	Mechanical Construction & Maintenance
1993598560600	K3 SALES AND SERVICES LLC	Jaclyn Hernandez	1321 S EDDY ST,	PECOS	admin@k3salesandservices.com	432-940-4813	Our goal is to assist your entity in the procurement of products and services in a professional and effective manner.
1824521948200	KCJ Design & Construction Inc.	Jonathan Avila	2005 Terry St,	Houston	admin@kcjdesignco.com	832-671-3304	Residential construction, single-family, general contractors Concrete paving (i.e., highway, road, street, public sidewalk) Precast concrete panel, slab, or form installation Painting and Wall Covering Contractors Concrete coating, glazing or sealing Dri
1641982448300	KM Construction	Kasuyuky Kanagusico	447 Co Rd 6813,	Natalia	kmtxcontracting@outlook.com	210-393-3527	
1208005177900	Kodiak Contractors Inc.	Diane Murray	3420 Avenue D,	Santa Fe	dmurr1@att.net	832-969-0127	Kodiak Contractors is family owned and has been serving the Gulf Coast for more than 30 years. We specialize in commercial and residential construction. We also, Provide construction management and/or hands on building from the ground up.
1264437690200	Krkonos & Cephi LLC	Willis Hunt	13355 Noel Road #1100,	Dallas	info@krkonos.com	469-772-0056	Oversee the planning, design, construction and/or maintenance of projects, buildings or facilities.

1271138570300	L.I.Z. Enterprises	Monica Perez	6730 Underhill St,	Houston	lizenterpriseshoust on@yahoo.com	832-494-6972	Flooring, Insulation, Demolition, Drywall, Interior/Exterior Painting, Texture & Floating, Sheath, Sidewalk Installation & Metal/Wood Framing/Foundation, Millwork/Carpentry, Landscaping, Stucco, & Janitorial Services
1371780283200	LANDMARK CONSULTING GROUP, LLC	NaShawn Guevara	2105 S CENTRAL EXPRESSWAY,STE 200	MCKINNEY	sguevara@landmar kstructural.com	254-245-2358	General Contractor, Construction Management, Administration of Contracts. Building Construction; Commercial and Institutional, Site Clean Up Pre /Post, Site Work, Structural Concrete Services
1853830605300	LOMA Management Group, LLC	Jacob Martinez	11742 E Grand Pond Ct,	Montgomery	info@loma- construction.com	936-703-0483	
1465682943000	LOOSE CANNON INDUSTRIES, LLC	Inez Escamilla	7212 GOFORTH RD,SUITE 210	KYLE	Inez@loosecannon atx.com	512-417-8677	Loose Cannon Industries specializes in high-end architectural, structural, ornamental, and misc. steel, providing custom welding and fabrication solutions for residential and commercial projects since 2007. Certified Woman & Minority-Owned Business.
1474799610700	Laibon Enterprise LLC	James Muniu	101 N Bear Creek Rd,	Liberty Hill	james.muiruri@ya hoo.com	857-891-9998	TRAFFIC CONTROL DEVICE PLACEMENT AND REMOVAL SERVICE; REMOVAL SERVICES, TRAFFIC CONTROL DEVICES; TRAFFIC CONTROL SERVICES, ROAD CLOSURE WITH DETOUR; TRAFFIC CONTROL SERVICES; ROAD AND HIGHWAY EQUIPMENT (NOT OTHERWISE) RENTAL; RENTAL OF TRAFFIC CONTROL SI

1470957150000	MADERO Engineers & Constructors, L.L.C.	Frank Madero	3315 Ashlock Dr,	Houston	frank@madero.net	281-610-0367	Engineering Consulting; Program/Project/ Construction Mgmt; Rehab & Improvement of Infrastructures/Engineering Services, General Management Consulting Services & Project Management/Repair of Metal and Concrete Structures/Coating/ FRP Design Calculations
1831294135600	MAHLER ENTERPRISES, L.L.C.	Matthew Mahler	5766 BELL RD N,	IOWA PARK	mahlerasc@gmail.com	940-631-3550	Vegetation management, Erosion control, Earthworks, Drone spraying, Drone mapping
1921261029900	MAKURY, LLC.	Alejandro Dussan	515 TALLOWOOD RD,UNIT 59	HOUSTON	info@makury.com	713-496-2123	Makury LLC specializes in commercial and public construction, delivering high-quality, innovative, and sustainable solutions as a general contractor led by Hispanic women in Houston.
1833551986600	MAN UP CONSTRUCTION LLC	OSRIC LEDET	2810 Eagle St,	Houston	manupconstruction01@gmail.com	713-340-4087	We provide commercial and residential construction.
1760681859300	MARSH WATERPROOFING, INC.	GAYLE MARSH	P.O. BOX 968,	VIDOR	office@marshwaterproofing.com	409-769-0459	RESTORATION OF BLDGS, WATERPROOFING & PAINTING roofing - shingle & metal roof coatings
1475284802900	MATHURIN, LLC DBA MATHURIN ELECTRICAL CO	Donny Mathurin	5195 OLD COLONY LINE RD,	LOCKHART	bids@mathurinllc.com	512-410-5276	General and Electrical contracting, consulting and management service for commercial, industrial, technology and infrastructure construction industry sectors.
1992083792900	MENDOZA CONSTRUCTION GROUP LLC	Ruby Mendoza	4315 SYCAMORE ST,	DALLAS	constructmendoza@gmail.com	214-272-3658	Commercial Construction
1861934354600	MID-TEX CONTRACTING LLC	GARY SIMS	2341 STATE HIGHWAY 22,	WHITNEY	gary@mid-texcon.com	254-716-8978	General constructions services including MEP.

1832491550500	MIDAS CONTRACTORS LLC	Nelso Molina	203 VALLADOLID AVE,	LAREDO	nelso@midascontractors.com	956-231-9142	General Construction
1993047650200	MIDGARD PROPERTY SERVICES, LLC	Anthony Bontempo	161 FIEBRICH RD,	ROSANKY	info@midgardpropertyservices.com	512-200-3978	General contracting, remodeling, handyman services, repairs, and landscaping/hardscaping.
1204596978400	N.A.E. ENTERPRISES, INC.	Chantal Dauenhauer	8200 Camp Bowie W Blvd,	Fort Worth	ce.dauen@naecontracting.com	817-220-2200	General Contracting
1475134699100	NELSON IRON WORKS, INC	MgrNelson Rivas	5526 Ridgedale Drive,	Houston	nelsonironworksinc@outlook.com	713-697-6610	(02)-Building Construction, including General Contractors and Operative Builders
1932719506100	NOBLE ALLIANCE CONSTRUCTION, LLC	Ricky Rodriguez	P.O. BOX 312476,	NEW BRAUNFELS	ricky.r@noblealliancegc.com	210-860-6118	General Contracting, Commercial Construction Management, Design-Build
1472760263400	NORTH TEXAS FAB, LLC.	John Barnett	5690 LAMAR RD,	RENO	jbarnett@ntisparis.com	903-784-7079	Industrial welding & fabrication; HVAC, mechanical & plumbing installation.
1820633437900	NPPC CONSULTING LLC	Clinton Eastep	4226 HIGH STAR LN,	DALLAS	clint@nppc.biz	214-435-4194	Construction material, medical, dental supply, IT related items, office supply, rebar, pre-cast supplier, promotional, embroidery, silk screen. We also provide professional services in mediation, arbitration and investigations.
1991473071800	OPEN PRAIRIE PATRIOT ENTERPRISES LLC	Enrique Costas	121 SCENIC RIDGE DR,	WEATHER FORD	partners@op2ellc.com	540-226-0605	Commercial and Institutional Building Construction. Construction of non-residential buildings, including new construction, additions, alterations, maintenance, and repairs.
1851140737300	Ortiz Construction Group LLC	Javier Ortiz	PO Box 540,	Kyle	javierortiz@ortizconstructiongroup.net	512-262-7131	new construction and remodeling of both commercial and residential. Commercial and residential roofing of all types

1821828379600	PHOENIX GENERAL CONTRACTORS, LLC	Peter Regalado	P.O. BOX 961477,	EL PASO	office@phoenix-gc.com	915-202-4415	Contractor, general contractor, flooring, concrete, painting, construction, remodel, additions, dry wall, foundations.
1833198919600	PRICKLY PEAR CONTRACTING LLC	Benjamin Rodriguez	1210 6TH AVE,	CANYON	pricklypearcontracting@gmail.com	443-721-4980	We provide any construction type services. We Excell in areas that are specialty repairs installs or maintenance.
1451443574300	PROCONSTRUCT INCORPORATED	Emilio Alaniz	15014 COZY HOLLOW LANE,	HOUSTON	proconstruct@att.net	281-888-8755	General Construction- New build and or remodels of commercial properties.
1262618473800	RAM CONCRETE & ASPHALT, LLC	Jose Meza	118 LYNN AVE,SUITE 202	LEWISVILLE	newservice@ram-ca.com	469-458-9700	Concrete & asphalt flat work, ada ramps, driveways, retaining walls, sidewalks, new paving and repairs
1931359448300	RED CREEK, LLC	John Aviles	424 W SCHOOL LN,	UVALDE	contact@redcreek-co.com	830-275-2727	General Freight Transportation, General Consulting, General Contracting, General Services
1881363147200	REDS ROTATING REPAIR LLC	Britney Graham	12625 LEWIS RD,	CLEVELAND	Red@redsrotatingrepair.com	832-422-5839	Machine shop/ Job shop specializing in low volume production and repair work as well as turbo machinery components for refrigeration equipment.
1383737936400	RENAISSANCE CONTRACTING LLC	Anthony Mullens	13492 RESEARCH BLVD. STE. 120,	AUSTIN	estimates@rcgroup.cc	512-691-9047	Renaissance Contracting provides a variety of services to the residential and commercial sector including but not limited to; new construction, remodeling, tenant improvement, roofing, flooring, and concrete.
1823820825200	RGV FABRICATORS & SPECIALTY WELDING, LLC	ROBERT RAMIREZ	5321 N ATHOL ST,	PHARR	TRIPLERWELDING@YAHOO.COM	956-781-9196	Metal building supplier & erector. Specialty welding services.

1854170781800	RUBENS HOUSE OF CLASSICS LLC	Ruben Rodriguez	417 INDIANA AVE,	WICHITA FALLS	rubenshouseofclassics@hotmail.com	940-285-5189	full metal fabrication shop that also does vinyl wraps on cars and advertising. Custom commercial signage, banners, stickers, woodworking, paint and body, window wraps and restoration on vehicles.
1834189431100	RYMARH CORPORATION	Ryan Hobbs	1121 CALLA LILY BLVD,	LEANDER	ryan.rymarhcorp@gmail.com	512-998-5877	Construction General Contractor Construction Management
1453832678700	Reyes-Taylor Construction LLC	Carissa Reyes	706 Loire Lane,	Houston	ReyesTaylorConstruction@gmail.com	281-300-6919	Project Management for Paint, Flooring, Sheetrock, Mechanical, Electrical (Low Voltage), Cleaning, Fencing, Site Preparation, Decks, Demolition)
1844335229100	River Line Contracting, LLC	Roberto Quintanilla	405 E Hibiscus Ave,	McAllen	robert@riverlinecontracting.com	956-358-4041	General Contracting / Construction Services, and Construction Management
1813415181200	Roofer Chicks, LLC	Ami Feller	808 W County Line Road,	New Braunfels	info@fellerroofingnb.com	830-629-7663	Roofing contractor, both residential and commercial. Roof types we specialize in are shingles, metal, single and double ply roof systems. We do repair
1832862739500	S & R CONSTRUCTION SERVICES, LLC	Megan Crofton	124 Silva Creek TRL,SUITE 140258	Willis	SandRConstructionServices@yahoo.com	936-522-7735	All residential home construction. Providing an assortment of residential services to general contractors.
1991824416100	SAGEBROOK CONTRACTING LLC	Alarius Cooper	151 FM 407 E, SUITE 200F,	ARGYLE	Alarius@sagebrookcontracting.com	833-276-7367	General contractor. Oversees the entire process, coordinating subcontractors, suppliers, and schedules to ensure work is completed on time and within budget.
1812086608400	SCP ENTERPRISES CORPORATION	bo childs	15055 FAIRFIELD MEADOWS DR,STE 130, #249	CYPRESS	chris@greenwaysg.com	832-799-2342	Full service Division 9 contractor specializing in commercial and Heavy Industrial as well as disaster related reconstruction.

1205699913400	SK COMMERCIAL CONSTRUCTION, INC.	Suk Kim - Whitty	4015 VETERANS MEMORIAL BLVD.,	KILLEEN	sukkim@skrcc.com	254-681-0861	AISC CERTIFIED FABRICATOR, SPE-P1 Sophisticated Paint Endorsement, Steel Erection , Clean Room Installation, Project Management, Infrastructure support.
1881014561700	SKO ELITE REPAIR LLC	Aldo Davila	808 E 13 1/2 ST,	SAN JUAN	hector@skoelite.org	956-739-0810	General Contracting, Building Construction & Facility Maintenance
1203194307400	SMB GROUP LLC	Burhan Ali	16143 CYPRESS ROSEHILL RD,	CYPRESS	burhan@smbgroup.net	281-272-0786	We are a Design Build Company. Services include Architectural and Structural Drawings, Permits, Full ground up construction and Interior Build outs. We also have a Design showroom for flooring, cabinets, countertops, lighting, plumbing and windows.
1934755031100	SOUTH TEXAS PEST CONTROL SERVICES LLC	Priscilla Hernandez	9650 DATAPOINT DR,SUITE 205	SAN ANTONIO	office@southtexaspestcontrolservice.com	210-360-9790	General pest control, bird control, rodent control, bed bugs, termite, lawn services and tree services. We also offer: diesel exhaust fluid (DEF), construction and remodeling, janitorial services.
1471399648700	Saw Diamond Blades of Steel, LLC	Oshunti Foley	1516 Keswick Ct,	Desoto	info@sdbofsteel.com	469-548-4184	Joint Sealing Compound, Sewer and Drain Pipes; Fencing, Adobe, Cinderblock and Sand; Fencing, Concrete or Rock; Fencing, Chain Link, Including Fabric, Gates, Panels, Posts and Fittings; Fencing, Electrified; Fencing, Wrought Iron, Including Components; F
1463360946700	Scandm LLC	Darla Hicks	7374 FM 933,	Blum	darla@superiorconstructionandmachine.com	817-917-8489	SCANDM LLC Superior Construction and Machine provides all facets of commercial construction, including welding and fabrication, engineering and electr
1271799784000	Servitas, LLC	Rafael Figueroa	5525 N MacArthur Blvd,#900	Irving	afigueroa@servitas.com	972-759-1643	New Multifamily Housing Construction (except For-Sale Builders)

1850910549200	Shielder Ventures, LLC	Katie Kowalski	709 N FM 1187 Ste 800 PMB 286,4305 E FM 1187 #110	Aledo	katie@dggroofing.com	817-568-8300	Light Construction, Roofing and Waterproofing. Metal Canopy, Truss Screens, & Wind Screens.
1200690425900	Southern Post Construction, L.L.C.	Amber Mear	2209 N. 23rd St,	McAllen	info@spcrgv.com	956-605-2117	Building Construction
1812993221800	Sun Drywall, LLC	Leslie Stout	1902 Reserve St.,SUITE 107	Garland	leslie@sundrywalldfw.com	469-291-5195	Drywall, metal framing, building insulation, acoustical ceilings
1800136663400	TECHNITES, LTD.	PresMarion L Wadsworth	601 COMPTON AVE,	IRVING	info@lascoservices.com	972-513-1875	HVAC CONTRACTOR; CLEANROOM MANUFACTURER & CONTRACTOR.
1471551254800	TENFOLD CONSULTING SERVICES LLC	Jenifer Burnett	P.O. BOX 906,	STEPHENVILLE	jenifer@cafscsco.us	254-216-0684	Dealer of construction supplies, primarily ornamental metals and decorative arts.
1851769932000	TERRELL CONSTRUCTION SERVICES LLC	Kalista Terrell	711 S. ELM STREET,	DENTON	kalista.tcs@gmail.com	972-948-4017	A For-profit construction company that specializes in the supply of materials and labor for the successful completion of construction jobsites.
1332402978700	TEXAS BUSINESS NETWORKS LLC	JAMES THOMAS	10008 GRIZZLY OAK DR,	AUSTIN	jt@texasbusinessnetwork.com	512-698-0309	Metal Fence Installation, Welding, Metal Perforated, guard Rails, Steel Decking, Chain Link, Wrought Iron, Bollard Post and Steel, Carports Metal and Covers, all types of Hand Rails, Metal Awnings, Metal work Maintenance and Ornamental Fencing.
1752652030300	THOMAS HICKS CONSTRUCTION, INC.	Theresa Woodard	3301 NORTH 3RD,SUITE 127	ABILENE	thomashicksconstruction@yahoo.com	325-669-4435	We specialize in metal buildings, steel erection, and concrete. Our work encompasses Industrial, Institutional, Aviation, Hospitality, Commercial Retail, Tenant Finish, Renovations, Residential and Agricultural projects.

1743210863100	TMG CONTRACTING, LLC	Owner Tony Gutierrez	PO Box 415,	HUTTO	tmgcontracting.info@gmail.com	512-801-2595	General construction services, concrete, fencing, finish out, flooring, framing, drywall, painting and all types of roofing, welding, power washing, paving, demolition, re-model, build out, striping
1874184525100	TRYGGR ROOFING & CONSTRUCTION LLC	Robert Maiden	PO BOX 68,	MORGAN	robert@tryggrconstruction.com	254-635-2124	Commercial Roofing specializing in sheet metal. General Contractor with specific experience in interior renovations.
1205373757800	Tejas Premier Building Contractor, Inc.	Julissa Carielo	1811 S. Laredo St,	San Antonio	julissa@tejaspremierbc.com	210-821-5858	full service commercial general contractor
1752135462500	Texas Finishing Company	Carolyn Beard	P.O. Box 59445,	Dallas	cbeard@texasfinishing.com	972-416-2961	HIGH PERFORMANCE PAINT APPLICATOR FOR ARCHITECTURAL METAL PRODUCTS
1822227623200	Texas Toro Bravo Construction, LLC	Etinosa Egharevba	8620 N NEW BRAUNFELS AVE STE 547,	SAN ANTONIO	shauna@torobravoconstruction.com	210-962-5660	Highway, Street, and Bridge Construction, Structural Steel and Precast Concrete Contractors, Office Administrative Services
1472264630500	The CCGroup LLC	Priscilla Contreras	25940 White Eagle Dr.,	San Antonio	pcontreras@theccgroup.com	210-324-4222	Commercial building construction, Framing contractors, Ceiling tile installation, Drywall installation, Painting (except roof) contractors.
1263233178600	Trillium Construction Company LLC	Jeff Balette	406 Forest Gate Drive,	Garland	jbalette@trilliumtexas.com	972-487-8508	
1752041188900	Trinity Architectural Metal Co., Inc	Rayna Sutherland	4050 West I-20,4050 WEST INTERSTATE 20	Weatherford	raynasuther@yahoo.com	817-598-0995	Steel Fabrication.
1453275395200	Triple GGG Welding	Guadalupe Garza	7114 Windwillow Ct.,	Corpus Christi	lupe.ggg11@gmail.com	361-944-6974	
1851936294300	Triton GC LLC	Meg Murphy	102 S Goliad St #111m,SUITE 111M	Rockwall	ktynan@tritongc.com	469-931-2267	General Construction Services

1331283613600	W.P. Holmes Construction	Wendell Holmes	13708 BULLHORN ACACIA PASS,	MANOR	wendellp477@gmail.com	281-808-9513	236118 Residential Remodelers
1832955308700	WALL CONCRETE COMPANY, LLC	Cody Wall	P.O. BOX 1162,	SNYDER	brittany@wallcotx.com	325-234-8991	Concrete, dirt work, metal building, fencing
1861807578400	WEBUILDTX LLC	Rishabh Jain	3113 BRUNO WAY,	PEARLAND	RJ@WEBUILDTX.COM	832-457-0934	WEBUILDTX is a full-service commercial construction company that leverages its expertise to offer cost-saving solutions without compromising quality.
1824951713900	WLA CONNECTIONS LLC	Aaron Watson	312 WATERCREST HARBOR LN,	LEAGUE CITY	wlaconnectionsllc@gmail.com	281-806-0402	Construction Management (commercial and residential), roofing contractor, flooring contractor, drywall contractor, painting contractor and cabinetry
1262647044200	ZTF GROUP, LLC	Faith Twardowski	P.O. BOX 677,5264 TOM HICKMAN LN,	MALAKOFF	ztfgroupptx@gmail.com	903-489-7052	Our team of Professionals offer Industrial/Commercial Full-Service Company, Power Generation, Install Turnkey, Preventative Maintenance, Power, Electrical, Plumbing, Heating, Air Conditioning, Other Building Equipment
1854237641500	castro contracotors LLC	Felipe Castro	12835 Reeveston Rd,	Houston	castrocontractors@gmail.com	713-551-6214	Metal frame, Drywall-Tape & float, Paint, Acoustical Ceiling, Door & Hardware

Date : 2025/06/18 14:56:45

CMBL SUMMARY

Search Found 148 Vendors ,148 are Hubs , Includes 0 Inactive Vendors

Search Condition : SearchType=HUB's Only,Section1 Class Code=914,Section1 Item(s)=(57)

EXHIBIT C – 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:			years
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.			

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

Respondents shall provide a Key Personnel profile – tabbed Exhibit D, for each key personnel to be assigned under the resulting contract. Include all requested information for each key personnel. Submit one Exhibit D (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 E – PAST PROJECTS WITH CORRESPONDING REFERENCES AND PHOTOS OF WORK SAMPLES

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. Respondent also must submit photos of work samples with this Exhibit. 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 F – SAMPLE PROJECT A – CLEBURNE STATE PARK

Respondent Name: _____

PRICING: Respondents shall use this form to provide pricing for the fabrication of the Cleburne State Park Site sign. Prices must include all costs for producing project. **Note:** Exhibit F – Cleburne State Park Site is a “sample” project. Pricing submitted for this project will be part of the evaluation process. Specifications for the fabrication of an actual project to be solicited as projects become available. Respondent’s proposals for the project will be utilized to identify qualified contractors for future metal fabrication projects.

SCOPE OF WORK: The Scope of Work for the fabrication of the Cleburne State Park Site sign includes:

- Fabricate to detail and finish as specified on attached drawings
- Must include a detailed computer-generated drawing providing exact fabrication specifications.
- Specifications submitted must be approved by TPWD prior to fabrication.
- Dimensions: 120” x 30” x .25” weathering steel sign
- Minimum .25” brushed clear anodized or stainless steel lettering/details
- All hardware/fasteners must be stainless steel 3/16” or larger
- No fasteners shall be seen on front of sign
- 6” x 6” logo signs must be fabricated separately in enameled steel
- Posts must have mechanical attachment fixture
- Sign must be fully assembled, except for post
- All parts must be crated and shipped to TPWD Headquarters, Attn: Stephen Garrett, 4200 Smith School Rd., Austin, TX 78744

Line Item	Description	Qty.	Unit of Measure	Unit Price	Extension
1	Fabricate 120” x 30” x .25” Steel Sign per specifications	1	Each	\$	\$
2	Shipping and Freight Charges to TPWD Headquarters, 78744	1	Each	\$	\$

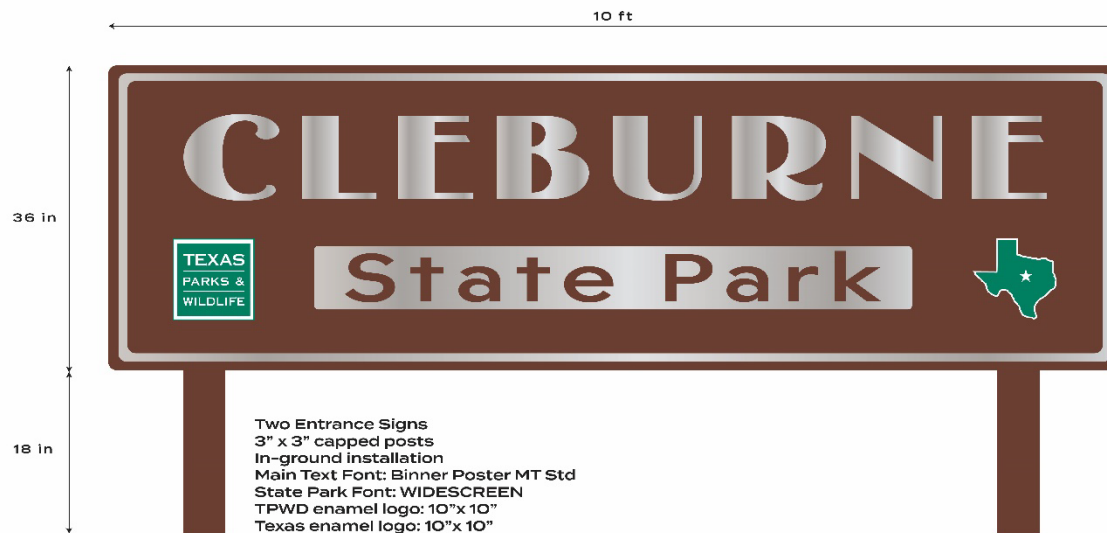
EXHIBIT F, CONT. – SAMPLE PROJECT A – CLEBURNE STATE PARK SITE

EXHIBIT F – SAMPLE PROJECT B – METAL BASES AND FRAMES

Respondent Name: _____

PRICING: Respondents shall use this form to provide pricing for the fabrication of the metal bases and frame mounts. Prices must include all costs for producing project. **Note:** Exhibit F – Metal Bases and Frames is a “sample” project. Pricing submitted for this project will be part of the evaluation process. Specifications for the fabrication of metal bases and frames are for an actual project to be solicited as projects become available. Respondent’s proposals for the project will be utilized to identify qualified contractors for future metal fabrication projects.

SCOPE OF WORK: The Scope of Work for the fabrication of metal bases and frames includes:

- Must include a detailed computer-generated drawing providing exact fabrication specifications.
- Specifications submitted must be approved by TPWD prior to fabrication.
- All parts must be powder coated aluminum.
- Dimensions and Orientations provided below.
- All parts must be crated and shipped to TPWD Headquarters, Attn: Stephen Garrett, 4200 Smith School Rd., Austin, TX 78744

Line Item	Description	Qty.	Unit of Measure	Unit Price	Extension
1	Two Pole Wayside 45 Deg. Frame Mount for .125” thick panel Panel Size: 18” x 24” Landscape Orientation	1	Each	\$	\$
2	Two Pole Wayside 45 Deg. Frame Mount for .125” thick panel Panel Size: 24” x 36” Landscape Orientation	1	Each	\$	\$
3	Two Pole Upright Frame Base for .125” panel Panel Size: 36” x 48” Landscape Orientation	1	Each	\$	\$
4	Two Pole Upright Frame Base for .125” panel Panel Size: 36” x 48” Portrait Orientation	1	Each	\$	\$

5	Two Pole Upright Frame Base for .125" panel Panel Size: 36" x 48" Landscape Orientation	1	Each	\$	\$
6	Wall Mount Frame Base for .125" panel Panel Size: 36" x 48" Portrait Orientation	1	Each	\$	\$
7	Double Offset with Bulletin Board Panel Size: 36" x 48" Portrait Orientation	1	Each	\$	\$
8	Late Check in Station. Upright Double Inline Panel sizes: (1) 36" w x 48" h Panel and (1) 36" w x 48" h Bulletin Case In ground installation	1	Each	\$	\$

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.
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. **Project Schedule** – Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.
4. **Deliverables** – Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in the Scope of Work.
5. **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.

EXHIBIT H – 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 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 802-26-62679 "	
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 802-26-62679 " and includes the name and address of the responding Vendor	
Mandatory 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 – Company Profile (per Section II, Item 3.3.1)	
Exhibit D – Key Personnel (per Section II, Item 3.3.2)	
Exhibit E- Past Projects with Corresponding References and Photos of Work Samples (per Section II, Item 3.3.3)	
Exhibit F – SAMPLE PROJECT A: Cleburne State Park Site Price Schedule (per Section II, Item 3.3.4.)	
Exhibit F – SAMPLE PROJECT B: Metal Bases and Frames Price Schedule (per Section II, Item 3.3.5)	
Exhibit G – Technical Proposals (per Section II, Item 3.3.6.)	
Addenda - Acknowledge receipt of all addenda issued to this solicitation by returning a signed copy of each addendum (per Section II, Item 3.3.7.)	