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| Tpwd_box_logo | | | | **Request for Quotation (RFQ)**  **BIDS MUST BE HAND DELIVERED TO TPWD BOOTH AT SPOT BID FAIR.**  **Faxed or mailed bids will not be considered for award** | | | | | | | | | | | | | | |  | | |
| Company Name: | | | |  | | | | Solicitation No.: | | | | | | | **XXX-XX-XXXX** | | | | | | |
| Attention: | | | |  | | | | Due Date and Time: | | | | | | | **May 13,2014 @ 3:30 pm** | | | | | | |
| Address: | | | |  | | | | TIN #: | | | | | | |  | | | | | | |
| City, State, Zip: | | | |  | | | | Signature: | |  | | | | | | | | | | | |
| Phone: | | | |  | | | | Email: | |  | | | | | | | | | | | |
| **Instructions**   * **Any purchase resulting from this response shall be subject to the attached Terms and Conditions.** * **Unless otherwise stated, shipping is considered to be FOB Destination, Freight Pre-paid, and Allowed.** * **Responses shall be submitted on this form, and must be manually signed.** | | | | | | | | | | | | | | | | | | | | | |
| Agency Name: | | | | | Texas Parks and Wildlife Department | | | | | | | |  | | | | | | | | |
| Attention: | | | | |  | | | | | | | | (Agency Contact) | | | | | | | | |
| Physical Address: | | | | |  | | | | | | | |  | | | | | | | | |
| City, State, Zip: | | | | |  | | | | | | | |  | | | | | | | | |
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|  | **Item** | **Description Class/Item XXX-XX** | | | | | | | **Qty** | | | **Unit of Measure** | | | | | **Unit Price** | | | **Extension** |  |
|  |  |  | | | | | | |  | | |  | | | | |  | | |  |  |
|  |  | Texas Parks and Wildlife Department (TPWD) is soliciting quotes for Fire Extinguishers for State Patrol Vehicles, Boats and Boat Barns as per attached specifications. | | | | | | |  | | |  | | | | |  | | |  |  |
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|  |  | **Proposals must be submitted in person at the Senator West “Doing Business Texas Style Spot Bid Fair” in Irving Texas May 12-13.** | | | | | | |  | | |  | | | | |  | | |  |  |
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| **For Further Information Contact:** | | | | | | |  | | | | | | **Phone No.:** | | | | |  | | | |
|  | | | | | | | (Purchaser Name) | | | | | |  | | | | | |  | | |
| **DELIVERY IN** | | |  | | | **CALENDAR DAYS (ARO), CASH DISCOUNT** | | | | |  | | | **%** | |  | | | **DAYS.** | | |
| The period of acceptance of this response is 30 calendar days. | | | | | | | | | | | | | | | | | | | | | |

**GENERAL TERMS AND CONDITIONS**

Revised September 2013

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

1. **DEFINITIONS:** As used throughout this solicitation, the following terms have the meaning set forth below:
   1. TPWD: Texas Parks and Wildlife Department acting on behalf of the State of Texas.
   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.
   3. 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.
   4. 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.
   5. Owner: Texas Parks and Wildlife Department, an agency of the State of Texas.
2. **SPECIFICATIONS:** The services performed 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 work performed. TPWD will decide the rate of progress of the work and the acceptable fulfillment of the service on the part of the Contractor.
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.
   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.
   2. This procurement will be conducted in accordance with the State Purchasing Act, Title 10, Subtitle D, Chapters 2151 through 2177, of the Texas Government 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. Any purchase order resulting from this solicitation is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature. The purchase order for this procurement shall be governed, construed and interpreted under the laws of the State of Texas.
   4. The purchase order is void if sold or assigned to another company without written approval of TPWD. Written notification of changes to company name, address, telephone number, etc. shall be provided to TPWD as soon as possible, but not later than thirty (30) days from the date of change.
   5. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act").
   6. 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:
      1. Best meets the goals and objectives of the solicitation as stated above.
      2. Best meets the quality and reliability of the proposed services.
      3. Effect of the proposed solution on agency productivity.
      4. Provides the most customer focused solution that will best meet the needs of the public.
      5. Experience in successfully providing services in this solicitation.
      6. As a part of the evaluation process for award and in compliance with the provisions of the Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and Texas Administrative Code, Title 34, Part I, Chapter 20, Subchapter C, Section 20.108, information obtained from CPA’s

Vendor Performance Tracking System may be used in the evaluation responses to solicitation for goods and services to determine the best value for the State. The vendor performance Tracking System can be located on the CPA website at: <http://www.window.state.tx.us/procurement/prog/vendor_performance/>

Past Performance: A Respondent’s past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Gov't Code. Respondents may fail this selection criterion for any of the following conditions:

* A score of less than 90% in the Vendor Performance System,
* Currently under a Corrective Action Plan through the 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.). Contractor performance information is located on the CPA web site at: <http://www.window.state.tx.us/procurement/prog/vendor_performance/>

1. **UNIT PRICES**: Respondents must price per unit shown. Unit prices shall govern in the event of extension errors.
2. **FREIGHT**: Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
3. **DELIVERY:** 
   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.
   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. 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.
   3. No substitutions permitted without written approval of TPWD.
   4. 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.
4. **INSPECTION OF SERVICES:**
   1. All services (which term, throughout this clause, includes services performed, material furnished or utilized in the performance of services, and workmanship in the performance of services) shall be subject to inspection and test by the Owner, to the extent practical at all times and places during the term of the contract. All inspections by the Owner shall be made in such a manner as not to unduly delay the work.
   2. If any services performed hereunder are not in conformity with the requirements of this contract, the Owner shall have the right to require the Contractor to perform the services again in conformity with the requirements of the contract, at no additional increase in the total contract amount. When the services to be performed are of such a nature that the defect cannot be corrected by re-performance of the services, the Owner shall have the right to (i) require the Contractor to immediately take all necessary steps to insure future performance of the services in conformity with the requirements of the contract; and (ii) reduce the contract price to reflect the reduced value of the services performed. In the event the Contractor fails promptly to perform the services again or to take necessary steps to insure future performance of the services in conformity with the requirements of the contract, the Owner shall have the right to either (i) by contract or otherwise have the services performed in conformity with the contract requirements and charge to the Contractor any cost occasioned to the Owner that is directly related to the performance of such services; or (ii) terminate this contract for default as provided in the clause of this contract entitled "Default."
5. **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."
6. **PAYMENT:** To the extent it is applicable in accordance with the agreement between the parties, payment will be made in accordance with the Texas Prompt Payment law, TGC, Subtitle F, Chapter 2251. Contractor shall submit two (2) copies of an itemized invoice showing the purchase order number, payee I.D., remit to address, and telephone number on all copies.
7. **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.
8. **ANTI-TRUST**: 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).
9. **DISPUTE RESOLUTION**: The dispute resolution process provided for in Chapter 2260 of Texas Government Code shall be used by TPWD and the Respondent to resolve all disputes arising under this contract.
10. **CONTRACTOR RESPONSIBILITES**:
    1. Contractor agrees to comply with all terms and conditions contained in this solicitation and resulting Contract.
    2. Contractor guarantees services offered will meet or exceed the written specifications identified in this solicitation.
    3. Contractor agrees to obtain any necessary licenses and permits.
    4. Contractor agrees to take precautions necessary to protect person or property against injury or damage, and be responsible for such injury or damage.
    5. 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.
    6. 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.
11. **INDEPENDENT CONTRACTOR**: Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The Contractor shall be responsible for providing all necessary unemployment and workers’ compensation insurance for the Contractor’s employees. Respondent is and shall remain an independent contractor in relationship to the TPWD. TPWD shall not be responsible for withholding taxes from payments made under any contract resulting from this solicitation. Respondent 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.
12. **DAMAGE CLAIMS**: The Contractor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agency and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omission of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.
13. **ABANDONMENT OR DEFAULT**: If the Contractor defaults on the purchase order, TPWD reserves the right to cancel the purchase order without notice and either re-solicit or re-award the purchase order to the next best responsive and responsible Respondent. 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.
14. **RIGHT TO AUDIT**: Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor’s Office, TPWD or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the above parties in the conduct of the audit or investigation, including providing all records requested. Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this 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 four (4) 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. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. 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. Furthermore, under the direction of the legislative audit committee, an 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.
15. **FORCE MAJEURE:** TPWD may grant relief from performance of the contract if the Contractor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Contractor. 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.
16. **PROPRIETARY OR CONFIDENTIAL INFORMATION:** Responses may include proprietary or confidential information. TPWD will take reasonable precautions in protecting such information provided that it is clearly identified as proprietary or confidential on the page on which it appears.
17. **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.
18. **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.
    1. Termination for Convenience. TPWD and Contractor reserve the right to terminate the contract at any time for convenience, in whole or in part, by providing thirty (30) calendar days advance written notice of intent to terminate. 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.
    2. Termination for Default. TPWD may, by written notice of default to the Contractor, terminate this contract, in whole or in part, for cause if the Contractor fails to perform in full compliance with the contract requirements, through no fault of TPWD. TPWD will provide a thirty (30) day written notice of termination to the Contractor of intent to terminate, and TPWD will provide the Contractor with an opportunity for consultation with TPWD prior to termination.
    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.
19. **SUBSTITUTIONS**: Substitutions are not permitted without the written approval of TPWD.
20. **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.
21. **BUY TEXAS**: Contractor agrees to comply with Government Code 2155.4441, pertaining to service contract use of products produced in the State of Texas. Contractor represents and warrants that it will buy Texas products and materials for use in providing the services authorized herein when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.
22. **PUBLIC DISCLOSURE**: No public disclosures or news releases pertaining to this solicitation shall be made without prior written approval of TPWD.
23. **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 solicitation. 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.
24. **ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS**: As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only) 1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. 2) Contractor shall provide DIR with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration “Buy Accessible Wizard” (http://www.buyaccessible.gov). Contractors not listed with the “Buy Accessible Wizard” or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the “Buy Accessible Wizard” or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.
25. **FEDERAL SUSPENSION AND DEBARMENT:** Under Title 2, Part 180 of the Code of Federal Regulations, participants in covered transactions may not do business with a person, including a principal of that person, who is excluded or disqualified from participation by the federal government. Contractor certifies that neither it nor any of its principals are excluded or disqualified from participating in a covered transaction with TPWD. Contractor agrees that it will comply with all applicable requirements of 2 C.F.R. Part 180, including Subpart C regarding the verification and disclosure of information about individuals, entities, and principals who are excluded or disqualified from participating in covered transactions. Contractor will also ensure that this compliance requirement will be included in all subcontracts it enters into pursuant to a covered transaction.
26. **FEDERAL DISASTER RELIEF FRAUD**: Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a response or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the response or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.Under Section 2155.006 of the Texas Government Code, the respondent certifies that the individual or business entity named in this response is not ineligible to receive the specified contract and acknowledges that any contract resulting from this solicitation may be terminated and payment withheld if this certification is inaccurate.
27. **APPLICABLE LAWS AND STANDARDS:** This Contract shall be governed by and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas. 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.
28. **NO WAIVER:** Nothing in this Contract shall be construed as a waiver of the state’s sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppels. TPWD does not waive any privileges, rights, defenses, or immunities available to TPWD by entering into this Contract or by its conduct prior to or subsequent to entering into this Contract.
29. **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 Government Code, Chapter 2260.
30. **DECEPTIVE TRADE PRACTICES**: Contractor 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 Contractor 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 allegations of Deceptive Trade Practices 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.
31. **INSURANCE**: Contractor 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 following insurance coverage:

Standard Workers Compensation Insurance covering all personnel who will provide services under this Contract;

Commercial General Liability Insurance and personal injury of reasonable and commercially prudent limits.

Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, and authorized to provide the corresponding coverage. Contractor also represents and warrants that all policies contain endorsements prohibiting cancellation except upon at least thirty (30) days prior written notice to TPWD. Contractor represents and warrants that it shall maintain the above insurance coverage during the term of this Contract, and shall provide TPWD with an executed copy of the policies immediately upon request. Contractor represents and warrants that all of the above coverage is with companies licensed in the state of Texas, with an “A” rating from A.M. Best and Company, and authorized to provide the corresponding coverage.

1. **SEVERABILITY:** In the event that any provision of this Contract is later determined to be invalid, void, or unenforceable, then the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.
2. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** Contractor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Government Code, Chapter 2261.
3. **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 ab initio.
4. **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.
5. **Indemnification:** CONTRACTOR shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and 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 omissions of TPWD or its employees.

1. **SYSTEM FOR AWARD management (sam):** Prior to awarding state funds for goods and/or services rendered, the State of Texas will conduct a required search of your firm using the Federal System for Award Management (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.
2. **Felony Criminal Convictions**: Contractor represents and warrants that Contractor has not and Contractor’s employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Contractor has fully advised TPWD as to the facts and circumstances surrounding the conviction.
3. **IMMIGRATION:** The Contractor 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 and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (“IIRIRA) enacted on September 30, 1996.
4. **SUBCONTRACTORS**: Subcontractors providing service under the purchase order 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:
   1. Respondents planning to subcontract all or a portion of the work shall identify the proposed subcontractors.
   2. Subcontracting shall be at the Contractor’s expense.
   3. TPWD retains the right to check subcontractor’s background and make determination to approve or reject the use of submitted subcontractors.
   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.
5. **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 located at: <http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=31&pt=2&ch=51&rl=350>
6. **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 respondent’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 respondent for any damages, which are caused or associated with such termination, or cancellation and TPWD will not be required to give prior notice.
7. **TEXAS PUBLIC INFORMATION ACT**: Information the bidder provides to Texas Parks & Wildlife in response to this solicitation will be considered public and subject to disclosure under the Texas Public Information Act. However, certain information may be confidential and fall under an exception to disclosure under the Public Information Act such as proprietary information, trade secrets, and certain commercial and financial information where disclosure might cause *"substantial competitive harm to your business"*. If the bidder believes that his response to this solicitation contains confidential information in those categories, the bidder must specifically document this at the top or bottom of each pagethat contains the information the bidder considers confidential. The bidder’s documentation must include a statement that confidential information is contained on that page, refer to its exact location on the page, and describe the specific nature of the exception to the Texas Public Information Act that the bidder believes applies to this information, i.e. copyrighted, trade secret, proprietary, financial etc. A general disclaimer that the bidder’s response contains confidential information will not be sufficient to meet this requirement**. If such documentation is not provided, Texas Parks and Wildlife Department will assume that all information provided in the response to this solicitation is releasable under the Act.**

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**.** Contractor will make such information not excepted from disclosure available in an electronic format that is accessible to the public unless Contractor receives written approval from TPWD to provide information in a different format, and such approval becomes part of this Contract.

1. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964:** The signatory is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, age, sex, or disability. Further, it is agreed that no individual will be turned away or otherwise denied access to or benefit from any program or activity that is directly associated with a program on the basis of race, color national origin, age, and sex (in educational activities) or disability. The prime Contractor shall ensure that this clause is included in all subcontracts.
2. **CONFLICT OF INTEREST**: Under §2155.003, Gov't Code, 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; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. 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.
3. **LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS:** Contractor shall have no authority to act for or on behalf of Texas Parks and Wildlife Department 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 Texas Parks and Wildlife Department.
4. **DRUG-FREE WORKPLACE REQUIREMENTS NOTE:** This certification is a material representation of fact upon which reliance was placed when the agency determined to award the agreement if it is later determined that the recipient knowingly rendered a false certification or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
5. **NOTICES**: Any written notices required under this Contract will be by either hand delivery to Contractor’s office address specified in the Execution of response, 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.
6. **ORDER OF PRIORITY:** In the case of conflicts between the contract documents, the following shall control in this order of priority:
   1. This Contract
   2. The Solicitation (e.g., RFP, IFB), Addendums, Exhibits, Attachments and Terms and Conditions
   3. Contractor’s Response and Contractor’s Best and Final Offer, if applicable
7. **Business Ownership**: BIDDER/VENDOR MUST PROVIDE, IN THE SPACE BELOW, THE NAME AND SOCIAL SECURITY NUMBER OF AN INDIVIDUAL OWNER, A SOLE PROPRIETOR AND ALL PARTNERS, SHAREHOLDERS, OR OWNERS WITH AN OWNERSHIP INTEREST OF AT LEAST TWENTY-FIVE (25) PERCENT OF THE BUSINESS ENTITY ENTERING INTO THIS CONTRACT. BIDDERS THAT HAVE PRE-REGISTERED THIS INFORMATION ON THE CPA/TPASS CENTRALIZED MASTER BIDDERS LIST HAVE SATISFIED THIS REQUIREMENT. IF NOT PRE-REGISTERED, COMPLETE THE FOLLOWING:

Do not enter “corporation”, “public corporation”, “publicly traded company” or other non-responsive answers. If no one person controls 25% or more of the organization, enter “none”.

NAME SSN %

NAME SSN %

NAME SSN %

NAME SSN %

1. **ASSIGNMENT**: Any contract resulting from this solicitation may not be assigned, sold, or transferred without the express written consent of TPWD. An attempted assignment after the event of the contract award without TPWD approval will constitute a material breach of contract.
2. **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.
3. **TEXAS IDENTIFICATION NUMBER:** The Texas Identification Number (TIN) is 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, IFB or RFQ response.)