



**REQUEST FOR PROPOSALS (RFP)  
FOR  
PRIVATE PROPERTY TOWING FEE STUDY AND  
RECOMMENDATION**

**RFP No. 452-26-BLC012-B**

**NIGP CLASS / ITEM:  
961/96  
968/90  
968/89**

**POSTING DATE: DECEMBER 5, 2025**

**DEADLINE FOR PROPOSAL SUBMITTAL:  
JANUARY 5, 2026, AT 2:00 PM CENTRAL TIME**

**TEXAS DEPARTMENT OF LICENSING AND REGULATION (TDLR)  
REQUEST FOR PROPOSALS  
SIGNATURE PAGE**

ITEMS BELOW APPLY TO AND BECOME A PART OF THE TERMS AND CONDITIONS OF THIS SOLICITATION. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

**LATE PROPOSALS WILL NOT BE CONSIDERED UNDER ANY CIRCUMSTANCE.**

**Contract awards once finalized will be posted on <https://www.txsmartbuy.gov/esbd>.**

**Proposer must sign the proposal and the laws of the State of Texas must prevail on all proposals. By signing this signature page, Proposer certifies that if a Texas address is shown as the address of the Proposer, Proposer qualifies as a Texas Resident Bidder as defined in Texas Government Code Section 2155.444.**

The Payee Identification Number (PIN) is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. This number needs to be entered in the spaces provided below. If this number is unknown, enter your federal Employer's Identification Number.

**PIN:** \_\_\_\_\_ **Phone:** (\_\_\_\_) \_\_\_\_\_

**Business Name:** \_\_\_\_\_ **Fax Number:** (\_\_\_\_) \_\_\_\_\_

**Address:** \_\_\_\_\_ **HUB Certified?** [ ☐ ] Yes [ ☐ ] No

**City-State-Zip:** \_\_\_\_\_ **HUB #:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Print Name:** \_\_\_\_\_

**AWARD NOTICE:** TDLR reserves the right to accept or reject all or any part of a proposal and waive minor technicalities. TDLR must award the contract to the Proposer who best serves the interests of the State, if any.

**PROPOSAL SUBMISSION DEADLINE: JANUARY 5, 2026, AT 2:00 PM CENTRAL TIME**

**NOTE: THIS FORM MUST BE COMPLETED AND RETURNED WITH THE PROPOSAL.**

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## **1.0 INTRODUCTION/BACKGROUND**

### **1.1 EXECUTIVE SUMMARY**

The Texas Department of Licensing and Regulation (TDLR) provides oversight for a broad range of occupations, businesses, facilities, and equipment in Texas. We protect the health and safety of Texans and ensure they are served by qualified professionals.

Chapter 51 of the Texas Occupations Code establishes TDLR and sets the framework for the agency's responsibilities. The Texas Commission of Licensing and Regulation ("Commission") is TDLR's governing board and policy-making body, made up of seven public members appointed by the Governor of the State of Texas with the consent of the Texas Senate. By law, no commissioner may have any business interests in a profession or industry regulated by TDLR. TDLR and the Commission work in partnership with more than 30 advisory boards composed of dedicated volunteers.

Texas Occupations Code § 2308.0575 requires the Commission to adopt rules that establish: (1) fees that may be charged in connection with a private property tow; (2) the maximum fees that may be charged for services, other than towing, that may be assessed by a towing company in connection with a private property tow; and (3) the maximum amount that may be charged for other private property tows depending on the motor vehicles gross weight.

### **1.2 STATUTORY AUTHORITY**

This procurement is in accordance with the Texas Government Code, Chapters 2155, 2156 and/or 2157, as applicable, Texas Occupations Code § 2308.0575, and all applicable rules.

### **1.3 HISTORICAL BACKGROUND**

In 2010, TDLR contracted for a statewide study of private property towing fees. This full-scale study established a weighted formula, based on records of towing tickets for private property tows, and a cost analysis using financial information provided by towing companies.

Two years later, TDLR contracted for a limited study to determine if a maximum incident management ("IM") towing fee could be established. The results of this study were considered to determine if it would be feasible to propose legislation to regulate medium and heavy-duty vehicle IM towing fees.<sup>1</sup>

Another study was contracted by TDLR to determine whether the private property towing fees, established in 2015, should be modified. The methodology used in this study was the cost components and weightings from previous studies, with a specific focus on CPI-U data for all urban consumers in the U.S. South Region and gasoline prices for Texas. TDLR derived a maximum private property towing fee from the results of this study and has set subsequent rates using this study and its methodology to the present.

### **1.4 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PROGRAM**

The purpose of the HUB Program is to promote full and equal business opportunities in State contracting for all businesses, in accordance with the goals specified in the State of Texas Disparity Study. The statewide goals are:

- (1) 11.2% for heavy construction other than building contracts;

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1. Standard IM tows include vehicles with a gross weight rating of 10,000 pounds or less; Medium-duty tows include vehicles with a gross weight rating between 10,000-25,000 pounds; and Heavy-duty tows include vehicles with a gross weight rating of 25,000 pounds or more.

- (2) 21.1% for all building construction, including general contractors and operative builders contracts;
- (3) 32.9% for all special trade construction contracts;
- (4) 23.7% for all professional services contracts;
- (5) 26% for all other services contracts; and
- (6) 21.1% for commodities contracts.

Each state agency shall make good-faith efforts to meet or exceed these goals and assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year. It is the policy of the TDLR to achieve the statewide annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with Chapter 2161 of the Texas Government Code and the CPA HUB rule, 34 TAC §20.284.

In accordance with 34 Texas Administrative Code (TAC) §20.284, TDLR shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for services (including professional and consulting services) and commodities purchases.

TDLR identifies HUB vendors from the CPA Centralized Master Bidders List (CMBL). The CMBL is an online directory, maintained by the Statewide Procurement Division (SPD), where the vendors register to receive bidding opportunities from the State. For more information, please visit <https://comptroller.texas.gov/purchasing/vendor/hub/>.

### **Mentor-Protégé Program**

The TDLR Mentor-Protégé Program is designed to foster long-term relationships between prime contractors and HUBs. These relationships should result in an increase in the ability of HUBs to contract with the state or to receive subcontracts under a state contract. Participation in the program is voluntary for both mentors and protégés.

For more information, please visit <https://comptroller.texas.gov/purchasing/vendor/hub/mentor/>.

## **1.5 DEFINITIONS AND ACRONYMS**

As used in this RFP, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

**Addendum:** A written addition, change, or supplement to this Solicitation prior to the opening date.

**Attachments:** Any documentation, appended to a contract or incorporated by reference, which does not establish a requirement for deliverables.

**Award:** The act of accepting an offer, thereby forming a contract between the State and a vendor.

**Centralized Master Bidders List (CMBL):** An online directory, maintained by SPD, containing contact information and product categories of vendors registered to receive procurement opportunities from public entities.

**CT:** Central Time.

**Consumer Price Index (“CPI”):** The CPI is a measure of the average change over time in the prices paid by consumers for a representative basket of consumer goods and services.

**CPI-U:** Consumer Price Index for all Urban Consumers.

**Contract:** The legally enforceable agreement between two or more parties that may result from this Solicitation.

**Contractor:** A business entity or individual that has a contract to provide goods or services or services to TDLR.

**Electronic State Business Daily (ESBD):** An online application, administered by SPD, that publishes solicitations for the purpose of informing vendors of procurement opportunities and provides public notice of contract awards.

***NOTE: YOU MUST USE GOOGLE CHROME OR MICROSOFT EDGE WHEN NAVIGATING WEBSITES***

**Exhibit:** A document which is attached and establishes requirements for deliverables of information, products, or services.

**Fiscal Year:** September 1 to August 31.

**Historically Underutilized Business (“HUB”):** A business, as defined by Chapter 2161 of the Texas Government Code and 34 TAC § 20.282.

**HUB Subcontracting Plan (HSP):** Written documentation regarding the use of sub-contractors, which is required to be submitted with all responses to TDLR. Contracts with an expected value of \$100,000 or more where subcontracting opportunities have been determined by the TDLR to be probable. The HUB subcontracting plan subsequently becomes a provision of the awarded Contract and shall be monitored for compliance by TDLR during the term of the Contract.

**Private Property Tow:** Any tow of a vehicle authorized by a parking facility owner without the consent of the owner or operator of the vehicle.

**Proposal:** An offer to contract with the State, submitted in response to an RFP.

**Request for Proposals (“RFP”):** A written solicitation requesting the submission of proposals.

**Respondent or Proposer:** An individual or entity that submits an offer or proposal. The term includes anyone acting on behalf of the individual or entity that submits an offer or proposal, such as an agent, employee, or representative.

**Response or Proposal:** An offer to contract with the State, submitted in response to an RFP.

**Solicitation:** A document, such as an RFP, requesting responses from vendors to provide specified goods and services. The term also refers to the process of obtaining responses from vendors to provide specified goods and services.

**Statewide Procurement Division (SPD):** The central authority for state agency procurement guidance, education, and statewide contract development services.

**Successful Respondent:** The awarded Respondent(s), if any.

**TAC:** Texas Administrative Code.

**TDLR, Agency, or Department:** In this document, these terms refer to the Texas Department of Licensing and Regulation.

**Towing Company:** An individual, association, corporation, or other legal entity that controls, operates, or directs the operation of one or more tow trucks over a public roadway in this state, but does not include a political subdivision of the state.

**Vendor:** A potential provider of goods and services to the State.



## **2.0 STATEMENT OF WORK**

### **2.1 GENERAL**

TDLR is requesting proposals from qualified entities or individuals to furnish all labor, services, products, supplies, transportation, supervision, insurance, incidentals, and anything necessary to develop, conduct, produce, and submit a study on Private Property Towing Fees (“the study”), required in Tex Occ. Code § 2308.0575, as specified in this RFP (“services”). The required services include, but are not limited to, developing the appropriate methodology to conduct the study, data collection and data analysis, performing the study and any required reports, recommendations, and presentations. The purpose of the study is to provide reliable recommendations, strategies, and options to the department that might impact the fees that towing companies may charge for private property tows, the maximum amount that may be charged for other related fees in connection with private property tows, if any, and the maximum amount that may be charged for other private property tows.

Based on the nature of the study, it is critical for TDLR that the Successful Respondent be independent and objective in fact and in appearance. Therefore, proposals submitted by a respondent whose business or employment: (1) is towing and storage of vehicles or otherwise have a conflict of interest in providing the Services, or (2) derives revenue or income from towing companies or vehicle storage facilities; or (3) have a direct or indirect technical, managerial, financial, or any other interest in law or equity, or is in any other manner connected with the towing industry will not be reviewed or considered for this solicitation.

TDLR reserves the absolute discretion and authority to award one (1) or more Contract(s) as a result of this RFP. TDLR shall not pay any costs or other amounts incurred by any entity or individual in responding to this RFP or prior to the effective date of any Contract that might result from it. TDLR reserves the right, in its sole discretion, to reject any or all submitted proposals.

The solicitation, evaluation, and selection of a Successful Respondent(s) will require a Successful Respondent to begin the performance of the Services under the Contract, if any, by the estimated date shown under Schedule of Events, or as soon thereafter as practical.

The duration of the Contract shall not exceed twelve (12) months from the starting date of performance of the Services under the Contract, as agreed by the agency. The Successful Respondent shall not exceed six months (180 calendar days) to gather the necessary data to complete the comprehensive written study, as established in the Scope of Services Development Path.

The Successful Respondent shall submit progress reports ("Progress Reports") every two (2) months to TDLR's designee. Progress Reports must include the following: (1) a detailed description of the work completed since the last Progress Report; (2) a description of the work pending to be done over the next two (2) weeks; and (3) any inquiry the Successful Respondent may have for TDLR staff to clarify the necessary tasks under the Contract and any requests for assistance.

The Successful Respondent, upon completion of the data collection required under the Contract, shall submit the Study and the recommendations required in this RFP to TDLR's designee, not later than two (2) months (60 calendar days) after the end of the six-month data collection period above mentioned.

TDLR Staff shall evaluate the Study within one (1) month (30 calendar days) for completeness, accuracy, and content. The Successful Respondent shall have a project manager or appropriate

representatives available to discuss and answer any inquiries TDLR Staff may have on the content of the Study, the data employed to produce the Study, and the final recommendations.

All proposals submitted in response to this RFP shall become part of TDLR's official procurement files and become available for public inspection. No obligation is made by the retention of a proposal. TDLR is not required to award a Contract as a result of this RFP and makes no express or implied warranty whatsoever that any minimum compensation or minimum quantity will be guaranteed under the Contract.

Respondent certifies that neither Respondent, nor its holding companies or subsidiaries, are: (a) Listed in Section 889 of the 2019 National Defense Authorization Act; (b) Listed in Section 1260H of the 2021 National Defense Authorization Act; (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.

### **2.1.1 Specifications and Requirements**

The scope of work of the Services to be performed is identified by the requirements listed below. Respondents must describe in their proposals how these requirements will be met. Respondents must also describe any TDLR resources needed to meet these requirements.

All proposals must include a detailed listing of the Respondent's experience in providing the requested Services, in the manner herein described. Respondents must also include detailed resumes of all personnel who will work in the provision of the Services under the Contract. Respondents must also identify any personnel who will work in the provision of the Services that have or may have a financial interest in the Contract or who are current or former TDLR employees.

Respondents shall maintain the confidentiality of the information collected to perform the Services and contained in the Study at all times and shall not release any information that identifies or may identify an individual or business entity. Any requests for information received by the Successful Respondent shall be forwarded to TDLR Office of the General Counsel.

### **1. Scope of Services.**

Respondents may select, at least, one (1) of the two (2) development paths established below to perform the Services and are expected to provide complete cost estimates for the development path of their choice. Respondents may provide cost estimates for both development paths, if they choose. The two (2) development paths are as follows:

#### *Development Path #1:*

The Respondent shall be responsible for presenting a written methodology designed to produce a written comprehensive private property tow fee study for TDLR proposing the recommended maximum private property towing fees to be charged, pursuant to the requirements of Occupations Code § 2308.0575, employing the Respondent's resources and processes.

The Respondent's methodology must:

- A. Describe a detailed project work plan including deliverables, milestones, tasks, resources identification (TDLR and Respondent), task dependencies, and timelines;

- B. Describe the Respondent's qualifications and experience to execute the services requested in the Statement of Work;
- C. Establish project infrastructure, including project management and reporting, communication channels, project organization, data gathering approach, and information access expectations;
- D. Demonstrate how study findings are to be presented in conjunction with requirements under state laws and applicable TDLR rules;
- E. Include an analysis of TDLR's current maximum private property tow fees and adjust for the CPI related to towing company vehicle maintenance and repair, vehicle insurance, and state gasoline prices; and
- F. Examine the municipal rates in the following five (5) Texas regions: Zone 1: South Texas; Zone 2: West Texas; Zone 3: Panhandle; Zone 4: North Texas; and Zone 5: Southeast Texas to determine how and if the municipalities within each region would adjust their current rates in accordance with the CPI adjusted maximum private property tow fee recommended rate. Respondent would choose the municipality within the particular zones for analysis.

In the event the Successful Respondent is unable to obtain sufficient information from a municipality to render useful data for the Study, TDLR's designee may approve the Successful Respondent to obtain the necessary data from another municipality upon request, and submission of supporting documentation. In the request, the Successful Respondent must propose at least three (3) municipalities as alternatives for the Successful Respondent to gather the necessary information. Each proposed municipality must have similar characteristics to the original municipality and be located in the same geographic zone.

#### *Development Path #2*

As with Development Path #1, the Respondent shall be responsible for presenting a written methodology designed to produce a written comprehensive private property tow fee study to TDLR. The study results must recommend a maximum private property towing fee to be charged, pursuant to the requirements of the Texas Occupations Code § 2308.0575, employing a combination of the Respondent's resources and processes, in conjunction with using TDLR resources, where needed. Under this path, the Respondent is allowed to request appropriate TDLR staff to gather municipal fee study data by state geographic zones, as described in Development Plan #1, indicate any adjustment in its methodology, and detail any differences in its total cost estimate, if applicable.

#### **ADDITIONAL INFORMATION**

Respondents shall submit a proposal to TDLR that includes the total costs for the development path of their choosing. Respondents may provide a cost estimate for both paths, if they choose.

The Successful Respondent must continue to provide ongoing technical support to TDLR after delivery of the Study, as needed, to clarify study content and supplement information in response to additional questions, as provided by the Contract. TDLR makes no express or implied warranty, whatsoever, that any minimum compensation or minimum quantity will be guaranteed under the Contract. Payment for the Services rendered under the Contract shall be reimbursed only after receipt and approval by TDLR of agreed deliverables and supporting detailed invoices. Payment

shall be made in accordance with Chapter 2251 of the Texas Government Code and 34 Texas Administrative Code §20.487. TDLR shall not prepay any amounts. Travel expenses (if any) must be considered and included in the proposal.

## **2. Quality Assurance Plan (if required)**

Respondent's proposal must include a description of quality assurance procedures in place to ensure the accuracy and reliability of the results for tests performed in connection with any contract that results from this Solicitation.

## **3. Work Product; Other Materials.**

Proposals responsive to this RFP must at a minimum produce a comprehensive written Private Property Towing Fee Study, recommend the maximum amount(s) that should be charged for private property tows, that will:

- A. Examine towing fee studies conducted by other municipalities in this state, and
- B. Analyze the cost of towing services by company, the consumer price index, the geographic area, and individual cost components.

All Work Product shall be owned by TDLR. TDLR shall have all rights, titles, and interest in and to the Work Product, including all copies made as a result of any contract that may result from this Solicitation. Each and every report, draft, work product, and other document reproduced, prepared, or caused to be prepared by the Successful Respondent pursuant to or in connection with any contract that may result from this Solicitation shall be the exclusive property of TDLR.

For purposes of this RFP, the term "Work Product" is defined as all work papers, materials, approaches, designs, specifications, systems, software, programs, source code, documentation, methodologies, concepts, intellectual property, or other property and/or results of the services that are developed, produced, generated, or provided to TDLR in connection with, or as a result of, the services provided under any contract that may result from this Solicitation.

### **2.1.2 Respondent Requirements**

Qualified, independent persons or entities are invited to submit proposals in accordance with this RFP. Proposals must address all specifications and requirements established in this RFP. The Successful Respondent must be liable, both individually and severally, for the performance of all duties under any contract that may result from this solicitation. The services and work product required by the Contract shall be performed only by the Successful Respondent, Successful Respondent's staff, and Successful Respondent's subcontractors listed and approved on the HSP. The Successful Respondent shall be the sole point of contract responsibility. TDLR must look solely to the Successful Respondent for the performance of any contract that may result from this Solicitation.

## **3.0 ADMINISTRATIVE INFORMATION**

### **3.1 SCHEDULE OF EVENTS**

The schedule for the RFP events is indicated in Table 1 below. TDLR reserves the right to amend the dates at any time upon notice posted to the ESD Portal and emailed to prospective vendors.

Dates listed after the Deadline for Submission of Proposals, can occur at the discretion of TDLR and may occur earlier or later than initially scheduled without notification thru the ESBD Portal.

TABLE 1 – SCHEDULE OF EVENTS	
EVENT	DATE/TIME
RFP issued and distributed to prospective vendors.	December 5, 2025
Deadline for Submitting Written Questions.	December 15, 2025, at 5:00 PM CT
Anticipated Date for Posting on the ESBD the Answers to Written Questions Submitted.	December 18, 2025
Answers to Written Questions will be posted as an Addendum on the ESBD Portal.	
Deadline for Submission of Proposals <b><u>Note: Late Responses will not be considered.</u></b>	January 5, 2026, at 2:00 PM CT
Respondent(s) Oral Presentation(s) or Best and Final Offer (if required)	January 20, 2026
Anticipated Contract Award Date	January 27, 2026
Anticipated Contract Start Date	February 9, 2026

### 3.2 CHANGES, AMENDMENT, OR MODIFICATIONS TO SOLICITATION

TDLR reserves the right to change, amend, or modify any provision of this Solicitation, or to withdraw this Solicitation at any time prior to award if it is in the best interest of TDLR. Any such revisions will be posted on the ESBD Portal. It is the responsibility of Respondent to periodically check the ESBD Portal to ensure full compliance with the requirements of this Solicitation.

### 3.3 TECHNICALITIES

TDLR reserves the right to waive minor technicalities in a Proposal if it is in the best interest of TDLR. A "minor technicality" is an omission or error that, in TDLR's determination if waived or modified during response evaluations, would not give a Respondent an unfair advantage over other Respondents or result in a material change in the Proposal or Solicitation requirements.

### 3.4 INQUIRIES

#### 3.4.1 Point of Contact

All requests, questions or other communication regarding this RFP shall be made in writing to TDLR's Purchasing and Contracts Department, addressed to the person listed below. All communications between Respondents and other TDLR staff members concerning this Solicitation are strictly prohibited. **Failure to comply with these requirements may result in disqualification of Respondent's Proposal.** The only exceptions to the Sole Point of Contact is the HUB Coordinator listed in 3.4.3 Exemption.

Name: Dorene Corsentino, CTCD, CTCM  
Email: [Dorene.Corsentino@tdlr.texas.gov](mailto:Dorene.Corsentino@tdlr.texas.gov)  
Title: Contract Specialist  
Email: [bids@tdlr.texas.gov](mailto:bids@tdlr.texas.gov)

### 3.4.2 Prohibited Communication

On issuance of this Solicitation, except for the written inquiries described in **Sections 3.4.3 and 3.4.4** below, TDLR or its representative(s) will not answer any questions or otherwise discuss the contents of this Solicitation with any potential Respondent or their representative(s). Attempts to ask questions by phone or in person will not be allowed or recognized as valid. Respondent shall rely only on written statements issued by or through TDLR's designated staff as provided by this Section. This restriction does not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation. **Failure to comply with these requirements may result in the disqualification of Respondent's Proposal.**

### 3.4.3 Exception

The only exception to the single point of contact is the HUB Coordinator. Should respondents have questions regarding the HUB Subcontracting Plan, the HUB Coordinator may be contacted at [Eric.Williams@lottery.state.tx.us](mailto:Eric.Williams@lottery.state.tx.us).

### 3.4.4 Questions

All questions shall be submitted by email in an editable format, i.e., Microsoft Word, or standard email as opposed to an un-editable format such as Adobe Acrobat .pdf files. Provide the company name, address, phone number, e-mail address, and name of the contact person when submitting questions. Questions must be received by the Point of Contact by the deadline set forth in **Section 3.1 – Schedule of Events**. Questions must be submitted according to **Table 2 - Question Submittal Format**. Submissions that deviate from this format may not be accepted:

TABLE 2 – QUESTION SUBMITTAL FORMAT (Sample entry shown below)			
PAGE No.	SECTION No.	PARAGRAPH NO.	QUESTION
6	3.0	3.5.6	<i>Will responses to questions or other written requests for clarification be posted on the ESD Portal?</i>

### 3.4.5 Answers to Respondent's Questions

Answers to submitted questions will be posted to the ESD Portal by the deadline set forth in **Section 3.1 – Schedule of Events**. It is Respondent's responsibility to check the ESD Portal for posted responses. TDLR reserves the right to provide a single consolidated response to all questions.

## 3.5 SOLICITATION RESPONSE COMPOSITION

### 3.5.1 Generally

Respondent shall submit Proposal and Respondent Information and Cost Proposal. The Cost Proposal must be submitted on **Attachment A - Cost Proposal Sheet**. Failure to submit all required documents in required format(s) will result in disqualification of the Proposal without further consideration for contract award. The Respondent shall prepare a Proposal that clearly and

concisely represents its qualifications and capabilities under this Solicitation. Respondent should focus on the instructions and requirements of the Solicitation. TDLR, in its sole discretion, may reject any and all proposals or portions thereof.

### **3.5.2 Submission of Proposal in Separate Parts**

Proposals must be submitted in separate parts:

1. Proposal and Respondent Information;
2. Cost Proposal Sheet; and
3. Completed HUB Subcontracting Plan

### **3.5.3 Exceptions and Assumptions**

If the Respondent takes any exceptions to any provisions of this Solicitation, these exceptions must be specifically and clearly identified by Section number, with an explanation for the reason for the exception and proposing an alternative language in the Respondent's Proposal. Respondent cannot take a 'blanket exception' to this entire RFP. A 'blanket exception' refers to taking exception to the entire RFP. **If any Respondent indicates a 'blanket exception' to this entire RFP or does not provide proposed alternative language, the Respondent's Proposal may be disqualified from further consideration.** Any exception may result in the contract not being awarded to the Respondent.

Respondent must define or specify in the Proposal any assumption Respondent may have made while preparing the Proposal. TDLR reserves the right to accept or reject any assumptions. All assumptions not expressly identified and incorporated into any contract resulting from this Solicitation are deemed rejected by TDLR. Furthermore, all Proposals constitute binding offers after the closing date and time has passed.

## **3.6 SOLICITATION RESPONSE SUBMISSION AND DELIVERY**

### **3.6.1 Proposal Submission Deadline**

Proposals must be emailed to [bids@tdlr.texas.gov](mailto:bids@tdlr.texas.gov) no later than the date and time specified in **Section 3.1 Schedule of Events**. If all or any portion of a response submitted by email is received late, is illegible, or is otherwise non-responsive due to equipment failure or operator error, the response will not be considered. In addition, TDLR will not be liable for equipment failure or operator error. Proposals submitted by any other method will be considered non-responsive and will not be considered for contract award.

All Proposals become the property of TDLR after submission and will not be returned to Respondent, unless proper written notice of withdraw of proposal is submitted.

### **3.6.2 Alterations, Modifications, and Withdrawals**

Prior to the Deadline for Submission of Proposals, a Respondent may: (1) withdraw its Proposal by submitting a written request to the Point of Contact identified in **Section 3.4.1 - Point of Contact** on official company letterhead or stationery by a legal binding party; or (2) modify its Proposal by submitting a written amendment to the originally submitted Proposal on official company letterhead or stationery by a legal binding party. The same submittal requirements apply in submitting a proposal amendment as in submitting the original Proposal.

## **4.0 SOLICITATION RESPONSE EVALUATION AND AWARD PROCESS**

### **4.1 EVALUATION CRITERIA**

#### **4.1.1 Conformance with State**

Proposals shall be evaluated in accordance with Sections 2155.074 and 2156.007 of the Texas Government Code. TDLR shall not be obligated to accept the lowest-priced Proposal but shall make an award to the Respondent that provides the best value to the State of Texas.

#### **4.1.2 Minimum Qualifications**

Respondents must meet the minimum qualifications listed below. Furthermore, Proposals that appear unrealistic in terms of technical commitment, that show a lack of technical competence, or that indicate a failure to comprehend the risk and complexity of a potential contract may be rejected, in the sole discretion of TDLR.

1. Respondents must describe their experience performing the Services required in this RFP, which includes other studies that incorporate a statewide view of a program or business sector that is relatable to this RFP. Respondents must have previously worked on at least three (3) projects of similar size and scope for local or state governments;
2. Respondents shall designate key personnel or staff experienced in performing the services requested in this RFP. Resumes of key personnel or staff must demonstrate their qualifications to perform the services described in this RFP and must be included with the Proposals;
  - a. Key Staff shall have 3 years' experience in performing studies and recommendations of similar services
  - b. Ability to perform analysis cost of towing services by company, relative to consumer price index, geographic area, and individual cost components.
  - c. Background or experience in finance
  - d. Have knowledge of Transportation, related field, or projects
3. Respondents must be financially solvent and adequately capitalized; and
4. Respondent must be authorized to do business in the State of Texas.

#### **4.1.3 Evaluation Criteria**

Proposals shall be consistently evaluated and scored in accordance with Table 3 – Evaluation Criteria.

<b>TABLE 3 – EVALUATION CRITERIA</b>	
<b>Criteria</b>	<b>Weight</b>
Respondent Qualifications in the Services Requested	30%
Proposal Methodology	10%
Work Plan	20%



Experience Level of Respondent Employees Directly Involved in the Project and Technical Support Capabilities	20%
Cost	20%
<b>Total</b>	<b>100%</b>

#### 4.2 INITIAL COMPLIANCE SCREENING

TDLR will perform an initial screening of all Proposals received. Unsigned Proposals, Proposals that do not meet **Section 4.1.2 Minimum Qualifications**, and Proposals that do not include all required forms and information may be subject to rejection without further evaluation.

#### 4.3 COMPETITIVE RANGE AND BEST AND FINAL OFFER

TDLR may determine that certain Proposals are within the competitive range and may use this range to award multiple contracts or as a basis to request a Best and Final Offer (BAFO) from Respondents. If TDLR elects to limit award consideration to a competitive range, the competitive range will consist of the Proposals that receive the highest or most satisfactory ratings, based on the published evaluation criteria and procedures governing this procurement. TDLR, in the interest of administrative efficiency, may place reasonable limits on the number of Proposals that will be included in the competitive range.

TDLR may, at its discretion, request that any or all Respondents provide a BAFO. A request for a BAFO from TDLR does not guarantee an award or further negotiations.

#### 4.4 ORAL PRESENTATIONS

TDLR may elect, after reviewing the responses, to conduct oral presentations. Oral presentations provide an opportunity for Respondents to highlight strengths and unique aspects of their responses and provide answers to clarification questions TDLR may have regarding the responses.

The Point of Contact identified in **Section 3.4.1 – Point of Contact** will be responsible for scheduling the oral presentations which may occur virtually or in person at the TDLR headquarters in Austin, TX. Respondents are responsible for their own presentation equipment. Failure to participate in the requested presentation may eliminate a Respondent from further consideration. TDLR is not responsible for any costs incurred by the Respondent in preparation for any oral presentation.

Oral presentations may be scheduled for all Respondents or limited to the top ranked vendors in the competitive range. Prior to the oral presentation, the Evaluation Committee will prepare a list of clarification questions for the presenting Respondents. Respondents will be randomly selected to determine order of presentation. Following all oral presentations or demonstrations, the Evaluation Committee will evaluate the clarifying information obtained. Evaluation scores from the oral presentation or demonstration will be evaluated and scored in accordance with **4.1.3 – Evaluation Criteria** and added to the initial evaluation matrix for a final score.

#### 4.5 QUESTIONS OR REQUESTS FOR CLARIFICATION BY TDLR

TDLR reserves the right to ask questions or request clarification from any Respondent at any time during the Solicitation process, Evaluation process, including during Oral Presentations or during the BAFO process.

## **5.0 NARRATIVE/TECHNICAL PROPOSAL**

### **5.1 NARRATIVE PROPOSAL**

#### **5.1.1 Executive Summary**

Provide a high-level overview of the Respondent's approach to meeting the requirements contained in Section 2.0. The summary must demonstrate an understanding of TDLR's goals and objectives for this Solicitation.

#### **5.1.2 Project Work Plan**

Describe the Respondent's proposed processes and methodologies for providing all components of the Scope of Work. Respondent should identify all tasks to be performed, including all project activities, materials and other products, services, and reports to be generated during the contract period of any contract that may result from this Solicitation and relate them to the stated purposes and specifications described in this Solicitation.

#### **5.1.3 Value-Added Benefits**

Describe any service or deliverables that are not required by this Solicitation that the Respondent proposes to provide at no additional cost to TDLR. Respondents are not required to propose value-added benefits.

#### **5.1.4 Key Staffing Profile**

Respondent must provide a key staffing profile and résumés for staff that will be responsible for the performance of the services requested under this Solicitation, and include information on additional staff that will be dedicated and their experience related to this solicitation.

## **6.0 REQUIRED RESPONDENT INFORMATION**

### **6.1 COMPANY INFORMATION**

Respondent must provide satisfactory evidence of its ability to manage and coordinate the types of activities described in this Solicitation and to produce the specified goods or services on time. As a part of the Proposal, Respondent must provide the following information:

#### **6.1.1 Company Narrative**

Provide a detailed narrative explaining why Respondent is qualified to provide the services enumerated in Section 2.0, focusing on the company's key strengths and competitive advantages.

#### **6.1.2 Company Profile**

Provide a company profile that includes: The company ownership structure (corporation, partnership, LLC, or sole proprietorship), including any wholly owned subsidiaries, affiliated companies, or joint ventures. *(Please provide this information in a narrative and as a graphical representation.)*

If Respondent is an affiliate of, or has a joint venture or strategic alliance with, another company, Respondent must identify the percentage of ownership and the percentage of the parent's ownership. The entity performing most of the work under any contract that may result from this Solicitation, throughout the duration of the contract, must be the primary Respondent.

The Company Profile must provide an operating structure for the services requested under this Solicitation and which entities (i.e., parent company, Affiliate, Joint Venture, a subcontractor) will be performing them. Finally, the Company Profile must also include the following:

1. The year the company was founded and/or incorporated. If incorporated, please indicate the state where the company is incorporated and the date of incorporation;
2. The location of company headquarters and any field office(s) that may provide services for any resulting contract under this Solicitation;
3. The number of employees in the company, both locally and nationally, and the location(s) from which employees will be assigned;
4. The name, mailing and physical address, email address, and telephone number of Respondent's point of contact for any resulting contract under this Solicitation; and
5. Indicate whether the company has ever been engaged under a contract by any Texas state agency. If "Yes," specify when, for what duties, and for which agency.

**Note:** If Respondent is an out-of-state company, a Certificate of Authority from the Secretary of State to do business in Texas must be provided as well.

## **6.2 REFERENCES**

Respondent shall provide three (3) written letters of recommendation from former clients addressing the Respondent's ability to meet deadlines and produce quality work. The former clients must have worked with the Respondent within the last two (2) years. The letter of recommendation must be on the business entity letterhead to include, but not limited to:

1. Project title;
2. Date contract started;
3. Date contract completed;
4. Contract dollar value;
5. Description of the services provided;
6. Ability to communicate and resolve quality concerns with the client;
7. Ability to provide rapid response to the client requests; and
8. Ability to meet deadlines.

Respondent must include corresponding client contact information, including the following: name, mailing address, physical address, email address, and telephone number of contact person, and identify the year in which the work was performed. In addition, Respondent must describe any experience the Respondent has in working with local governments.

TDLR may contact Respondent's references/clients as provided in the Proposal. TDLR reserves the right to solicit information from other available sources.

### **6.2.1 Past Performance**

A Respondent's past performance will be measured in compliance with applicable provisions of Texas Government Code, Chapters 2155 and 2156 and 34 TAC §20.115. Respondents may fail this selection criterion should one or more of the following conditions apply to Respondent:

1. A score of less than C or Legacy Unsatisfactory in the Texas Comptroller's Vendor Performance Tracking System (VPTS) at <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking>;
2. Currently under a Corrective Action Plan with a state agency;
3. Having repeated negative Vendor Performance Reports for the same reason;
4. Having a record of repeated non-responsiveness to Vendor Performance issues; and/or
5. Having one or more purchase orders that have been cancelled for non-performance in the previous 12 months. To evaluate Respondent's past performance, TDLR may also contact other entities including any federal, state, or local government agency.
6. In addition, as part of the contract closeout process, TDLR must evaluate and report the Successful Respondent's performance using the CPA's VPTS. Reports with a letter grade of "A", "B", or "C" are automatically published to the VPTS and are visible to the public. Reports with a letter grade of "D" or "F" are not published for a period of 30 calendar days. During this period, vendors have an opportunity to dispute the report and agency remarks by providing documentation and supporting evidence. If there are no responses within a 30-day period, the report and grade are published on the public facing VPTS website. For more information regarding VPTS reporting visit: <https://comptroller.texas.gov/purchasing/programs/vendor-performance-tracking>.

### **6.3 MAJOR SUBCONTRACTOR INFORMATION**

Respondent must identify any major subcontractors whom Respondent intends to utilize in performing fifteen percent (15%) or more of any contract over \$100,000 that may result from this Solicitation. Respondent must indicate whether Respondent holds any financial interest in any major subcontractor who will perform services related to this Solicitation. It may be required as a condition of award that an authorized officer or agent of each proposed major subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Respondent's obligations under any contract that may be awarded pursuant to this Solicitation.

### **6.4 LITIGATION AND CONTRACT HISTORY**

Respondent must include in its Proposal a complete disclosure of any alleged or significant contractual failures. In addition, Respondent must disclose any civil or criminal litigation or investigation over the last five (5) years that involves Respondent or in which Respondent has been judged guilty or liable including any allegations of such that are currently pending. Respondent must also disclose any settlement agreements entered in the last five (5) years related to alleged contractual failures.

Failure to comply with the terms of this provision may disqualify Respondent. A Proposal may be rejected based upon Respondent's prior history with the State of Texas or with any other party that demonstrates, without limitation, unsatisfactory performance, adversarial or contentious demeanor, or significant failure(s) to meet contractual obligations. Failure to comply with the terms of this provision may disqualify Respondent.

### **6.5 CONFLICTS**

Respondent must certify that it does not have any personal or business interests that present a conflict of interest with respect to the RFP and any contract that may result from this Solicitation. Additionally, if applicable, the Respondent must disclose all potential conflicts of interest. The

Respondent must describe the measures it will take to ensure that there will be no actual conflict of interest and that its fairness, independence, and objectivity will be maintained.

TDLR will determine to what extent, if any, a potential conflict of interest can be mitigated and managed during the term of any contract that may result from this Solicitation. Failure to identify actual and potential conflicts of interest may result in disqualification of a Proposal or termination of any contract that may result from it.

Include any activities of affiliated or parent organizations and individuals who may be assigned to any contract that may result from this Solicitation, if any.

## **6.6 CORPORATE GUARANTEE**

If the Respondent is substantially or wholly owned by another corporate (or other) entity, TDLR reserves the right to request such entity unconditionally guarantee performance by the Respondent in each term, covenant, and condition of any contract that may result from this Solicitation, as executed by the parties.

## **6.7 HUB SUBCONTRACTING**

Submit one (1) of **Attachment B – HUB Subcontracting Plan (HSP)**, in accordance with the RFP, as a separate document, with the RFP submission, labeled: **HUB SUBCONTRACTING PLAN (HSP)**, and include all supporting documentation in accordance with the HSP. All Respondents must submit an HSP as part of the Proposal response, and those who fail to do so or submit an incomplete HSP will be rejected based on non-compliance per Texas Government Code, §2161.25, and those Respondents are not eligible for contract award.

## **7.0 COST PROPOSAL**

### **7.1 COST PROPOSAL**

Attachment A – Cost Proposal Sheet **must not** be included with the Respondent's Proposal and must be submitted separately. The **Cost Proposal Sheet** shall include pricing for any labor, materials, supplies, and personnel, including but not limited to, associated costs and incidental costs required to provide the services according to the minimum specifications, requirements, provisions, terms, development path, and conditions set forth in this RFP.

## **8.0 GENERAL CONDITIONS**

### **8.1 GENERAL CONDITIONS**

#### **8.1.1 Offer Period**

Proposals shall be binding for a period of **one-hundred-eighty (180) days** after the date from submission deadline. Each Respondent may extend the time for which its Proposal will be honored. Upon contract execution of any contract that may result from this Solicitation, prices agreed upon by the Respondent(s) are an irrevocable offer for the term of any contract that may result from this Solicitation and any contract renewals or extension(s). No other costs, rates, or fees shall be payable to the Respondent unless expressly agreed upon in writing by TDLR.

#### **8.1.2 Costs Incurred**

Respondents understand that issuance of this Solicitation in no way constitutes a commitment by TDLR to award a Contract or to pay any costs incurred by a Respondent in the preparation of a response to this Solicitation. TDLR is not liable for any costs incurred by a Respondent prior to issuance of or entering into a formal agreement, contract, or purchase order. Costs of developing Proposals, preparing for, or participating in, oral presentations and site visits, or any other similar

expenses incurred by a Respondent are entirely the responsibility of the Respondent, and will not be reimbursed in any manner by the State of Texas.

### 8.1.3 Public Information Act

Proposals are subject to the Texas Public Information Act (PIA), Texas Government Code, Chapter 552, and may be disclosed to the public upon request. Subject to the PIA, certain information may be protected from public release. Respondents who wish to protect portions of their Proposal from public disclosure should familiarize themselves with this law. Information pertaining to the Solicitation will not be released until after contract award, if any. Information will be released only in accordance with the PIA.

## 8.2 INSURANCE

### 8.2.1 Required Coverage

Successful Respondent represents and warrants it will, within seven (7) business days of executing any contract that may result from this Solicitation, provide TDLR with current certificates of insurance issued on a form approved by the Texas Department of Insurance (TDI) and be satisfactory to TDLR (e.g., an Acord™ form). All required insurance coverages must be issued from companies that have a Financial Strength Rating of “A” or better from A.M. Best Company, Inc. Minimum contractually required insurance types and coverages are listed in the following Table:

TABLE 4 – INSURANCE REQUIREMENTS	
Insurance Type	Each Occurrence/Aggregate
Workers’ Compensation	Within statutory limits/Texas Workers’ Compensation Act.
Employer’s Liability Bodily Injury by Accident Bodily Injury by Disease	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit
Commercial General Liability Includes liability arising out of all locations and operations of Contractor, including but not limited to liability assumed under this contract (including the tort liability of another assumed in a business contract). Defense shall be provided as an additional benefit and not included within the limits of liability.	Bodily Injury and Property Damage \$1,000,000 Each Occurrence Limit \$2,000,000 General Aggregate Limit \$2,000,000 Product-Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$5,000 Medical Expense each person
Professional Liability Errors and Omissions Liability policy	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit

### 8.2.2 Additional Insurance Requirements

Successful Respondent’s certificate of insurance shall be fully compliant with all terms and conditions of any contract that may result from this Solicitation. Successful Respondent shall maintain required insurance coverages in accordance with the terms and conditions of any contract that may result from this Solicitation throughout the entire contract term (including extensions/renewals and warranty, if applicable). Successful Respondent shall not proceed with any work under any contract that may result from this Solicitation without TDRL’s approval of

Successful Respondent's certificate of insurance. All insurance policies for required coverage must be issued by companies authorized to do business in, and under the laws of, the State of Texas.

Certificates of insurance shall specify and/or set forth the following:

1. Insured's name which must match the Successful Respondent's legal name on and within any contract that may result from this Solicitation;
2. Insurance company affording each coverage, policy number of each coverage, policy dates of each coverage, all coverages and limits described herein, and signature of authorized representative of the insurance company(ies);
3. Producer of the certificate of insurance with correct address and phone number listed;
4. Additional insured status as required herein;
5. Amount of any deductibles and/or retentions;
6. A written thirty (30) day Notice of Cancellation, non-renewal, or reduction in coverage;
7. Contractual liability coverages as required herein;
8. Waiver of Subrogation endorsement;
9. Listing of all exclusions and limitations added by endorsement to general liability coverage; however, no endorsements shall restrict, limit, or exclude in any manner whatsoever, coverage required by **Section 8.2.1 Required Coverage**; and
10. All certificates of insurance for required coverage other than Workers' Compensation and Professional Liability (as applicable) shall name the State of Texas, TDLR, and its officers, directors, and employees as additional insured.

### **8.2.3 Failure to Obtain, Maintain, or Renew Required Insurance**

Failure to obtain, maintain, and/or renew the required insurance shall constitute a material breach of, and default under, any contract that results from this Solicitation. If Successful Respondent (or Contractor) fails to remedy such breach within five (5) business days after written notice by TDLR, Successful Respondent (or Contractor) shall be liable for any and all costs, liabilities, damages and penalties resulting to the State of Texas and TDLR from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Successful Respondent (or Contractor) by TDLR.

In the event of any failure by the Successful Respondent (or Contractor) to comply with the provisions of any contract that may result from this Solicitation, TDLR may, without in any way compromising or waiving any right or remedy at law or in equity, on written notice to the Successful Respondent (or Contractor), purchase such insurance, at Successful Respondent's (or Contractor's) expense, provided that TDLR shall have no obligation to do so and if TDLR shall do so, Successful Respondent or Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.



### 8.3 PROTEST

Successful Respondent who wishes to submit a grievance regarding this Solicitation, Evaluation, or Contract Award, if any, may formally protest per rules published by TDLR in 16 TAC Chapter 55. Such protests must be in writing, sworn, and received by the Point of Contact as listed in paragraph 3.4.1 **Point of Contact** within ten (10) business days after the protesting party knows, or should have known, of the occurrence of the action which is protested.

### 8.4 LIQUIDATED DAMAGES

Successful Respondent agrees that the measure of damages in the event of a default or breach by Successful Respondent may be difficult or impossible to calculate. In the event Successful Respondent fails to perform services or complete the obligations of any contract that may result from this Solicitation in a timely manner, TDLR may require Successful Respondent to pay, as liquidated damages and not as a penalty, an amount equivalent to two percent (2%) of the total cost of those services under any contract that may result from this Solicitation per calendar day of delay.

## 9.0 SUBMISSION CHECKLIST

### 9.1 SUBMISSION REQUIREMENTS

This checklist is provided for Respondent's convenience only and identifies documents requested in this Solicitation. Respondent is solely responsible for review and understanding of the entire RFP including all terms, conditions, specifications, attachments, and addendums, if any, issued and for ensuring a submitted Proposal contains all required elements and forms to be considered responsive to this RFP.

#### 9.1.1 Proposal Packet

The Proposal Packet must include the Proposal file, consisting of three (3) parts as described in **Table 5 – Proposal Submission Checklist** below, each under separate cover in a separately labeled email attachment.

TABLE 5 – PROPOSAL SUBMISSION CHECKLIST		
<b>1. Proposal and Respondent Information</b>		
a. Narrative Proposal	Section 5.1	
b. Company Information	Section 6.1	
c. References	Section 6.2	
d. Major Subcontractor Information	Section 6.3	
e. Litigation and Contract History	Section 6.4	
f. Conflicts	Section 6.5	
g. Exceptions and Assumptions	Section 3.5.3	
h. Corporate Guarantee	Section 6.6	
<b>2. Cost Proposal Sheet (Attachment A)</b>	Section 7.0	
<b>3. HUB Subcontracting Plan (HSP) (Attachment B)</b>	Section 6.7	
<b>4. Execution of Proposal (Exhibit A)</b>	Page 25	
<b>5. Conflict of Interest/Disclosure/Statement /Certification Regarding Public Nature of the Proposal (Exhibit C)</b>	Page 31	



## **EXHIBIT A**

### **EXECUTION OF PROPOSAL** **RFP # 452-26-BLC012-B**

1. Proposer represents and warrants the provisions in this Execution of Proposal apply to Proposer and all of Proposer's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Request for Proposals (RFP) or any resulting contract, if any.
2. Proposal shall not assign its rights under any contract that may result from this Solicitation or delegate the performance of its duties under the contract that may result from this Solicitation without prior written approval from TDLR. Any attempted assignment in violation of this provision is void and without effect.
3. Proposer represents and warrants its intent to furnish the requested items at the prices quoted in its Proposal.
4. Proposer represents and warrants that its prices include all costs of Proposer in providing the requested items or services that meet all specifications of this RFP, and that its prices will remain firm for acceptance for a minimum of one-hundred-eighty (180) days from deadline for submission of the proposal.
5. Proposer represents and warrants each employee, including replacement employees, will possess the qualifications, education, training, experience, and certifications necessary to perform the services in the manner required by this RFP.
6. Proposer represents and warrants it has no actual or potential conflicts of interest in providing the requested goods or services to TDLR under the RFP and the contract that may result from this Solicitation, and that Proposer provision of the requested goods or services under the RFP and any resulting contract would not reasonably create an appearance of impropriety.
7. Proposer represents and warrants pursuant to Section 2155.003 of the Texas Government Code, it has not given, 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 submitted Proposal.
8. Proposer represents and warrants it is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.
9. Proposer hereby represents and warrants pursuant to 15 U.S.C. Section 1, *et seq.* and Texas Business and Commerce Code Section 15.01, *et seq.*, neither Proposer nor the firm, corporation, partnership, LLC, or institution represented by Proposer, or anyone acting for such a firm, corporation, partnership, LLC, or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business.

10. Proposer represents and warrants all statements and information prepared and submitted in response to this RFP are current, complete, and accurate. Submitting a Proposal with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Proposal and any resulting contract.
11. Proposer certifies that if a Texas address is shown as the address of the Proposer on its Response, Proposer qualifies as a Texas Bidder, as defined in Texas Government Code § 2155.444(c).
12. Check below if Proposer is claiming a preference under 34 TAC § 20.306 or Chapter 2155, Subchapter H of the Texas Government Code:
- ☐ Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - ☐ Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
  - ☐ Agricultural products grown in Texas
  - ☐ Agricultural products offered by a Texas bidder
  - ☐ Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
  - ☐ Services offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
  - ☐ Texas Vegetation Native to the Region
  - ☐ USA produced supplies, materials or equipment
  - ☐ Products of persons with mental or physical disabilities
  - ☐ Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
  - ☐ Energy Efficient Products
  - ☐ Rubberized asphalt paving material
  - ☐ Recycled motor oil and lubricants
  - ☐ Products produced at facilities located on formerly contaminated property
  - ☐ Products and services from economically depressed or blighted areas
  - ☐ Vendors that meet or exceed air quality standards
  - ☐ Recycled or Reused Computer Equipment of Other Manufacturers
  - ☐ Foods of Higher Nutritional Value
  - ☐ Commercial production company or advertising agency located in Texas
13. Under Section 231.006, Texas Family Code, regarding child support, Respondent certifies that the individual or business entity named in the Proposal is not ineligible to receive the specified payment and acknowledges that any contract that may result from its Proposal may be terminated, and payment may be withheld if this certification is inaccurate. Furthermore, any Proposer subject to Section 231.006, Texas Family Code, must include in the Proposal the names and social security numbers of each person with at least 25% ownership of the business entity submitting the Proposal. This information must be provided prior to award. Enter the Name and Social Security Number for each person below:

<b>Name:</b> _____	<b>SSN:</b> _____
<b>Name:</b> _____	<b>SSN:</b> _____
<b>Name:</b> _____	<b>SSN:</b> _____

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

support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

14. Proposer represents and warrants no relationship, whether by relative, business associate, capital funding contract, or by any other such kinship exists between Proposer and an employee of any TDLR component, and Proposer has not been an employee of any TDLR component within the immediate twelve (12) months prior to Proposer's Response. Proposer certifies that it complies with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency. Proposer must complete the following, marking "N/A" if not applicable:

- **Name of Former Executive:** \_\_\_\_\_
- **Name of State Agency:** \_\_\_\_\_
- **Date of Separation from State Agency:** \_\_\_\_\_
- **Position with Proposer:** \_\_\_\_\_
- **Date of Employment with Proposer:** \_\_\_\_\_

All such disclosures will be subject to administrative review and approval prior to TDLR entering into any contract with Proposer. Proposer acknowledges that any contract that may result from this RFP may be terminated at any time, and payments withheld, if this information is false.

15. Proposer represents and warrants pursuant to Section 2155.004(a) of the Texas Government Code, neither it nor any person or entity which will participate financially in any contract that may result from this RFP has received compensation for participation in the preparation of specifications for this RFP. Under Section 2155.004, Texas Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that any contract that may result from this RFP may be terminated and payment withheld if this certification is inaccurate.
16. Proposer agrees under Section 2155.4441 of the Texas Government Code, 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 this state.
17. Proposer represents and warrants TDLR's payments to Contractor and Contractor's receipt of appropriated funds under a contract that may result from this RFP are not prohibited by Sections 556.005, 556.0055 or 556.008 of the Texas Government Code.
18. Proposer certifies that for contracts for services, Proposer shall utilize the U.S. Homeland Security's E-Verify system during the term of any contract that may result from this RFP to determine the eligibility of all persons employed by Proposer to perform duties within Texas and all persons, including subcontractors, assigned by Proposer to perform work pursuant the contract that may result from this RFP within the United States of America. Proposer also represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
19. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from awarding a contract to any 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 Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006, Texas Government Code, the vendor certifies that the individual or business entity named in its bid or contract is not ineligible to receive a contract and

acknowledges any contract resulting from this RFP may be terminated and payment withheld if this certification is inaccurate.

20. If Proposer is submitting a Proposal for the purchase or lease of computer equipment, Proposer hereby certifies its compliance with Chapter 361, Subchapter Y of the Texas Health and Safety Code, and the Texas Commission on Environmental Quality rules at 30 Texas Administrative Code, Chapter 328, Subchapter I.
21. Proposer represents and warrants it is not aware of, and has received no notice of, any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Proposer or any of the individuals or entities included in their Proposal within the five (5) calendar years immediately preceding the submission of Proposer's Proposal in response to this RFP that would or could impair Proposer's performance under any contract that may result from this RFP, relate to the solicited or similar goods or services, or otherwise be relevant to TDLR's consideration of Proposer's Proposal. If Proposer is unable to make the preceding representation and warranty, then Proposer instead represents and warrants that it has included as a detailed attachment in its Proposal a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Proposer's performance under any contract that may result from this RFP, relate to the solicited or similar goods or services, or otherwise be relevant to TDLR's consideration of Proposer's Proposal. In addition, Proposer represents and warrants that it shall notify TDLR in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update TDLR shall constitute breach of contract and may result in immediate termination of any contract that may result from this RFP.
22. Proposer represents and warrants it and each of its subcontractors have the requisite resources, qualifications, and independence to conduct the services free from outside direction, control, or influence, and subject only to the accomplishment of TDLR's objectives.
23. Proposer represents neither Proposer or any of its employees, agents, or representatives, including any subcontractors and employees, agents, or representative of such subcontractors, proposed in the Proposal has been convicted of a felony criminal offense, or if such a conviction has occurred Proposer has fully advised TDLR of the facts and circumstances in its Proposal.
24. Proposer represents and warrants that if selected for award of any contract that may result from this RFP, Proposer will submit to TDLR a Certificate of Interested Parties prior to contract execution in accordance with Section 2252.908 of the Texas Government Code.
25. Proposer represents and warrants pursuant to Section 2270.002 of the Texas Government Code; Proposer does not boycott Israel and will not boycott Israel during the term of any contract that may result from this RFP.
26. Proposer represents, warrants, and certifies that: (i) is not a "Listed Company" as identified by the Texas Comptroller of Public Accounts or the Texas Pension Review Board; (ii) is not engaged in "scrutinized business operations" as defined by Sections 806.002 or 807.002 of the Texas Government Code; and (iii) does not have contracts with or provide supplies or services to a "foreign terrorist organization" as defined by Section 2252.151(2) of the Texas Government Code.
27. Proposer represents and warrants that it has read and agrees to all terms and conditions of this RFP, unless Proposer specifically takes an exception and offers an alternative provision in Proposer's Response to this RFP.

28. Any terms and conditions attached to a Proposal will not be considered unless specifically referred to in the Proposal.
29. Proposer certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, or gain access to, or to receive service from the Proposer's business. Proposer acknowledges that such a vaccine or recovery requirement would make Proposer ineligible for state-funded contract.
30. If Proposer is required to make verification pursuant to Section 2274.002 of the Texas Government Code, Proposer verifies that the Proposer does not boycott energy companies and will not boycott energy companies during the term of any contract that may result from this RFP. If Proposer does not make that verification, Proposer must so indicate in its Proposal and state why the verification is not required.
31. If Proposer is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Proposer verifies that the Proposer 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 that may result from this RFP against a firearm entity or firearm trade association. If Proposer does not make that verification, Proposer must so indicate in its Proposal and state why the verification is not required.
32. Proposer certifies that neither Proposer or its principles are debarred, suspended, proposed for debarment, declared ineligible, or otherwise, excluded from participation in a contract by any state or federal agency.
33. Proposer represents and warrants the individual signing this document and the documents made part of this RFP and Proposal is authorized to sign such documents on behalf of the Proposer and to bind the Proposer under any contract that may result from the submission of the Proposal.
34. Under Section 2155.0061, Government Code, the vendor 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.
35. If there is a contract breach, the parties may implement a formal corrective action plan. A corrective action plan is a written document that identifies specific activities that must be performed by the Successful Respondent to restore compliance with any contract that may result from this Solicitation. The plan must be tailored to address the identified deficiency, clearly state the desired outcome, and establish a time frame for the Successful Respondent to demonstrate improved performance.
36. Circumstances where it may be necessary to withhold payment include, but are not limited to the following: invoice errors; undocumented and/or unsupported costs; remediating overpayments to the vendor; and non-conforming or unacceptable contractor performance.
37. Pursuant to Government Code, Section 2274.0102, Proposer certifies that neither it nor its parent company, nor any affiliate of Proposer or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code, Section 2274.0103, or (2) headquartered in any of those countries.

\*Note: See Exhibit B for additional Contract Terms and Conditions that may apply to a contract that may result from this solicitation.

**SIGNATURE PAGE FOLLOWS**

**An authorized representative on behalf of Proposer must complete and sign the following:**

_____ <b>Signature of Authorized Representative</b>	_____ <b>Date Signed</b>
_____ <b>Printed Name &amp; Title of Authorized Representative</b>	_____ <b>Phone Number</b>
_____ <b>Entity Name (“Proposer”)</b>	_____ <b>Email Address</b>
_____ <b>Texas Identification Number (TINS)</b>	_____
_____ <b>Physical Street Address</b>	_____ <b>City, State, Zip Code</b>
_____ <b>Mailing Address, if different</b>	_____ <b>City, State, Zip Code</b>

**EXHIBIT C**

**CONFLICT OF INTEREST/DISCLOSURE STATEMENT/CERTIFICATION REGARDING  
PUBLIC NATURE OF THE OFFER  
RFP #452-26-BLC012-B**

**SECTION I. CONFLICT OF INTEREST**

A. Disclosures. Provide the requested information in the space provided; indicate “N/A” as appropriate.

1. Proposer must disclose any proposed personnel who are current or recent former employees of TDLR or the State of Texas.

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2. Proposer must disclose the following:

- a. any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Proposer and its proposed subcontractors’ submission of an offer, possible selection as a successful proposer, or its performance of the contract; and

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- b. all past and present contractual, business, financial or personal relationships between Proposer and TDLR and between Proposer’s proposed subcontractors, if any, and TDLR.

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For each item under subsection b above, Proposer must also provide a detailed explanation of why Proposer does or does not believe such item poses a conflict of interest, potential conflict of interest, or appearance of impropriety issue relative to Proposer’s submission of an offer, possible selection as the successful proposer, or its performance of the contract.

B. Defined Terms. For purposes of the disclosure statements required by this RFP, the terms below are defined as follows:

1. “past” is defined as within the two (2) calendar years prior to the deadline for submission of offers in response to this solicitation.
2. “recent former employees” are defined as those TDLR employees who have terminated agency employment within the two (2) calendar years prior to the deadline for submission of offers in response to this solicitation.
3. “personal relationship” is defined as a current or past connection other than a clearly contractual, business, financial or similar relationship and includes family relationships or other connections outside simply providing a response to this solicitation. For this purpose, “family relationship” means a relationship within the third degree of consanguinity or second degree of affinity; see

Chapter 573 of the Texas Government Code, which defines these degrees of consanguinity and affinity. Connections other than such family relationships fall within this definition and must be disclosed if:

- a. a reasonable person could expect the connection to diminish Proposer's independence of judgment or effectiveness in the performance of the Proposer's responsibilities to TDLR or the State of Texas under the contract;
  - b. a reasonable person could expect the connection, within the overall context of Proposer's submission of a proposal, possible selection as a successful proposer or its performance of the contract, to create an issue for the agency's consideration relative to a potential appearance of impropriety or conflict of interest; or
  - c. the relationship is with a TDLR or other State of Texas employee with authority to make decisions or recommendations on state contracting or procurement or this solicitation. For purposes of this provision, those persons with authority to make decisions or recommendations are those persons who fall within the definition of "purchasing personnel" in Section 2262.004(a)(2) of the Texas Government Code.
- C. Continuing Duty to Disclose. If circumstances change or additional information is obtained subsequent to submission of the offer, Proposer's duty to disclose under these provisions continues under the term of the contract and does not end with submission of a response or receipt of contract award.
- D. Disclosures under these provisions are information that will be evaluated by TDLR; however, all information provided will not necessarily lead to a restriction or disqualification. Issues will be considered on a case-by-case basis in the best interests of the State of Texas. If Proposer is in doubt about whether information should be disclosed, Proposer should consult with its legal counsel. Failure to disclose any required information under these provisions may be cause for offer disqualification or termination of the contract resulting from this solicitation. TDLR reserves the right, in its sole discretion, to determine if an issue should result in a response disqualification or termination of the contract.

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**Signature of Authorized Representative**

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**Date Signed**

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**Printed Name & Title of Authorized Representative**

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**Entity Name ("Proposer")**



## SECTION II. NONDISCLOSURE AGREEMENT

In consideration of Texas Department of Licensing and Regulation (TDLR) communicating with the undersigned Proposer regarding a potential contract resulting from the referenced solicitation (*e.g.*, RFP) due to the sensitivity of certain information provided to Proposer, both parties agree that all information regarding TDLR or gathered, produced, collected or derived from or related to the potential contract, or provided to Proposer under a resulting contract (“Confidential Information”) must remain confidential subject to release only upon prior written approval of TDLR, and more specifically agree as follows:

1. The Confidential Information may be used by Proposer only to assist Proposer in connection with the business relationship contemplated in the solicitation or performance of a contract with TDLR resulting from the solicitation.
2. Proposer shall not, at any time, use the Confidential Information in any fashion, form, or manner except in its capacity as proposed consultant or independent contractor to TDLR.
3. Unless otherwise provided in the solicitation or resulting contract, if any, Proposer agrees to maintain the confidentiality of all Confidential Information in the same manner that it protects the confidentiality of its own materials of like kind, but in no event less than reasonable care. Proposer shall take reasonable precautions to protect the Confidential Information including, but not limited to, not disclosing Confidential Information in any manner to any person, firm, or entity, except for authorized employees, agents, or contractors of Proposer with a need to know who are bound by confidentiality obligations at least as stringent as those contained in this agreement prior to any disclosure of such Confidential Information.
4. The Confidential Information may not be copied, reproduced, disclosed, distributed, or otherwise divulged without TDLR’s prior written approval. Confidential Information and any copies thereof shall be TDLR’s exclusive property.
5. All Confidential Information made available to Proposer, including copies thereof, must be returned to TDLR upon the first to occur of (a) expiration or termination of any contract resulting from the solicitation, if any, or (b) request by TDLR.
6. The foregoing does not prohibit or limit Proposer use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies): (a) previously known to it, provided such prior knowledge was not subject to a confidentiality obligation; (b) independently developed by it; (c) acquired by it from a third-party under no obligation of confidentiality to TDLR; (d) which is or becomes part of the public domain through no breach by Proposer of this nondisclosure agreement or other contractual obligations to TDLR; or (e) approved by TDLR in writing for unrestricted disclosure.
7. If Respondent is required by applicable law, regulation, or legal process to disclose any Confidential Information, then Proposer shall provide TDLR with prompt notice of any such requirement prior to delivery of the Confidential Information to allow TDLR a reasonable opportunity to seek a protective order or equivalent.
8. This nondisclosure agreement shall become effective as of the date Confidential Information is first made available to Proposer and shall survive the expiration or termination of any contract that may result from the solicitation and be a continuing requirement.
9. The breach of this nondisclosure agreement by Proposer shall entitle TDLR to immediately terminate any contract with Proposer resulting from the solicitation upon written notice to Proposer for such

breach. The parties acknowledge that the measure of damages in the event of a breach of this nondisclosure agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether TDLR elects to terminate any contract with Proposer that may result from the solicitation upon the breach hereof, TDLR may require Proposer to pay to TDLR the sum of \$5,000 for each breach as liquidated damages. This amount is not intended to be a penalty but is intended to be a reasonable estimate of the amount of damages to TDLR in the event of a breach hereof by Proposer of this nondisclosure agreement. TDLR does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this nondisclosure agreement.

10. This nondisclosure agreement is governed by and construed under the laws of the State of Texas. Any and all obligations of this agreement are due in Travis County, Texas and venue is proper in only such county.

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Printed Name & Title of Authorized Representative**

\_\_\_\_\_  
**Entity Name ("Proposer")**

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**Section III. CERTIFICATION REGARDING PUBLIC NATURE OF THE OFFER**

The Legislative Budget Board (LBB) has established a database of state agency contracts pursuant to Section 322.020 of the Texas Government Code.<sup>2</sup> Following the contract award that may result from this solicitation, TDLR plans to upload to the LBB contracts database the complete contract, except for information that is not subject to disclosure under Chapter 552 of the Texas Government Code. Information that is not subject to disclosure under Chapter 552 of the Texas Government Code must be referenced in an appendix that generally describes the information without disclosing the specific content of the information. By submitting a Proposal in response to this solicitation, Proposer acknowledges that it understands and accepts this requirement.

Proposer **must initial below EITHER Item 1 or Item 2, as appropriate. DO NOT INITIAL BOTH ITEMS.**

By signature hereon, Proposer certifies the following:

1. \_\_\_\_\_ Proposer does not assert that any portion of its Response is confidential.

**OR**

2. \_\_\_\_\_ Proposer has stamped in bold red letters the term “**CONFIDENTIAL**” on the specific part or page of the Proposal considered to be confidential by Proposer. In the table below or as an attachment to this form submitted with the Proposal, Proposer has identified by page number(s) the location of all information in the Proposal asserted to be confidential by Proposer as well as provided an explanation, including any relevant legal authority, for why Proposer reasonably considers the identified portion(s) of its Proposal to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code.

Page Number of Proposal	General description of the designated information	Explanation, including relevant legal authority, in support of the confidential treatment of the designated portion(s) of the Proposal.

\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date Signed**

\_\_\_\_\_  
**Printed Name & Title of Authorized Representative**

\_\_\_\_\_  
**Entity Name (“Respondent”)**

2. See the LBB website at: [www.lbb.texas.gov](http://www.lbb.texas.gov).

**EXHIBIT D**

**RFP SUBMISSION CHECKLIST**  
**RFP 452-26-BLC012-B**

**RFP SUBMITTAL:**

**1. Submitted one (1) original of the following:**

- a. Signature Page \_\_\_\_\_
- b. Attachment A, Cost Proposal Sheet  
(submitted separately) \_\_\_\_\_
- c. Attachment B, HUB Subcontracting Plan (HSP)  
(submitted separately) \_\_\_\_\_
- d. Exhibit A, Execution of Proposal \_\_\_\_\_
- e. Exhibit C, Conflict of Interest/Disclosure  
Statement/Certification Statement/Certification Regarding  
Public Nature of the Proposal \_\_\_\_\_
- f. Acknowledgement of Addenda(s) (if applicable) \_\_\_\_\_
- g. Exceptions and Assumptions (if applicable) \_\_\_\_\_
- h. Exhibit D, RFP Submission Checklist \_\_\_\_\_

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## Standard Sample Contract with Exhibits

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**CONTRACT FOR**  
**[Insert Description]**  
**BETWEEN**  
**TEXAS DEPARTMENT OF LICENSING AND REGULATION**  
**AND**  
**[Selected Contractor]**

**Contract No.** \_\_\_\_\_

This agreement (“Contract”) is entered into by the Texas Department of Licensing and Regulation (“TDLR”), an agency of the State of Texas, and [insert firm name] (“Contractor”), located at [address information].

1. Recitals. Whereas, on [date], TDLR issued a Request for Proposals (“RFP”) to qualified, independent firms and individuals to provide [Insert description from caption] to TDLR as set forth in the RFP; Whereas, on [date] Contractor submitted a proposal dated [date] in response to TDLR’s RFP (“Proposal”); Whereas, on [date] Contractor was selected as the Vendor. The parties hereby agree as follows:

2. Services and Standards of Performance. Contractor shall provide to TDLR through the initial term and each renewal term, if TDLR exercises its right to renew, all the services and deliverables described by and in the manner required by the Contract Documents, which the parties acknowledge constitute the scope of services under this Contract of which Contractor is obligated to review and understand:

2.1. Contract Documents. The Parties hereby agree to the requirements contained in this two-page document; in addition to: Exhibit A: TDLR’s Request for Proposals (“RFP”), with all attachments and addenda; Exhibit B: Contract Provisions; Exhibit C, Contractor’s Proposal dated [insert date]. All of the above documents are attached to and incorporated as part of this Contract for all purposes. All terms and conditions of TDLR’s RFP shall apply. In the case of conflict, Contract documents shall be interpreted in the order of precedence first set forth in this subparagraph.

2.2. Contractor’s services shall be reasonably accurate and free from any errors or omissions. Neither acceptance nor approval of Contractor’s services by TDLR shall relieve Contractor of any of its duties or release it from any liability. It is understood between the Parties that TDLR is, at all times, relying upon Contractor for its skill and knowledge in performing contracted services. While time is of the essence, TDLR shall have the right to reject any of Contractor’s services that are not in accordance with the terms and conditions of this Contract.

3. Payment and Invoices. Payments by TDLR to Contractor shall comply with the Texas Prompt Payment Act and shall not exceed [To be added before Contract signature] and no/100 Dollars (\$XXXXX.XX) inclusive of all Contractor’s fees and expenses whatsoever. No other amounts shall be paid.

3.1. Contractor shall submit invoices under this Contract to: [invoice@tdlr.texas.gov](mailto:invoice@tdlr.texas.gov). An invoice is considered received on the date it is date stamped by TDLR.

4. Notices. Legal Notice shall be provided as follows:

4.1. For TDLR: Attention: Doug Jennings, General Counsel, Texas Department of Licensing and

Regulation, PO Box 12157, Austin, TX 78711, Email: [doug.jennings@tdlr.texas.gov](mailto:doug.jennings@tdlr.texas.gov).

4.2. For Contractor: Attention: (Contractor Contact Name) (Title), City, State, Zip, E-mail:

4.3 Legal Notice given in any other manner shall be deemed effective only if, and when, received by the other Party. Either Party may change its address for Legal Notice by written notice to the other Party, in the manner provided above.

5. Term. This Contract shall become effective on the date of the last required party's signature and shall terminate on August 31, [insert year], unless otherwise sooner terminated as provided in this Contract. Further, TDLR reserves the right, in its sole judgment and discretion, to renew this Contract for three (3) additional one-year terms, upon reasonable written notice to Contractor.

6. Required Qualifications. At all times during the term of the Contract, Contractor shall have available, under direct employment and supervision and/or subcontract agreement fully incorporating the terms and conditions of the Contract Documents, the required qualified personnel to properly fulfill all the terms and conditions of this Contract. TDLR will assign a contact for the day-to-day administration of this Contract following Contract award. This individual may appoint one or more delegates to assist in the day-to-day administration of the Contract and may notify the Contractor in writing of those delegates.

7. Termination. TDLR may terminate this Contract for cause or convenience by issuing a written Notice of Termination to Contractor. The Notice of Termination shall specify the date on which TDLR is no longer responsible for costs incurred by Contractor. Upon termination of this Contract, TDLR's potential liability is limited to the provisions set forth in Texas Government Code Chapter 2260.

7.1. Termination for Cause. TDLR may terminate this Contract for cause by providing written notice to Contractor of such termination, if Contractor fails to execute the work properly, performs work in an unsatisfactory manner, or fails to perform any provision of the Contract. Contractor will be responsible for paying damages to TDLR, including but not limited to, the cost to re-solicit this Contract and any consequential damages to the State of Texas or TDLR. In the event of termination for cause, Contractor will not be eligible for consideration in the re-solicitation, if any, and may not be considered in future solicitations for the same type of work unless the scope of work is significantly changed as determined by TDLR.

7.2. Termination for Convenience. TDLR may, at its sole option and discretion, terminate this Contract or any reason whatsoever, in whole or in part, by giving written notice to Contractor at least thirty (30) days prior to the effective date of termination or reduction in the scope of work.

7.3. Implementation of Termination. Contractor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary, as determined by TDLR to preserve the work in progress.

8. Signatories. The undersigned signatories represent and warrant that they have full authority to sign this Contract on behalf of the respective parties.

*SIGNATURE PAGE FOLLOWS*

**Texas Department of Licensing and Regulation**

**[Selected Contractor]**

By: \_\_\_\_\_  
Courtney Arbour (or Designee)  
Executive Director

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

SAMPLE