



Joe Esparza, Chairman and Commissioner
Representing Employers

Alberto Treviño III, Commissioner
Representing Labor

Brent Connett, Commissioner
Representing the Public

Steve Pier, Executive Director

Request for Proposal (RFP)
for
Conference Services for the 2028 and 2029
TWC Statewide Conferences
Solicitation No. 3202800002

Date of Release: September 28, 2026

Responses Due: November 20, 2026, by 10:00 a.m. Central Time

971-30 Hotel and Motel Accommodations, Including Lodges, Resorts,
Bed/Breakfast Inns, etc., Rental or Lease

971-65 Room Rental or Lease for Conferences, Seminars, etc.

Sole Point of Contact for this RFP

Gaye Smith, CTCD, CTCM

Procurement Lead

[TWC Procurement Portal](#)

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DEFINITIONS

As used in this Solicitation, unless a different definition is specified or the context clearly indicates otherwise, the following terms have the meanings assigned below:

Table 1: Definitions

Term/Acronym	Definition
Addendum	A written addition, change, or supplement to this Solicitation that is posted to the ESBD and issued prior to the response due date.
BAFO	Best and Final Offer.
Business Day	The day and hours (Monday through Friday, 7 a.m. to 6:00 p.m. Local Time) in which TWC is open for business. TWC is closed for business on the scheduled holidays indicated by the State Auditor's Office available at https://hr.sao.texas.gov/holidays/. The terms "Working Day" and "Business Day" may be used interchangeably. All uncapitalized references to "day" shall mean calendar day.
Competitive Range	Consists of the Responses that have a reasonable chance of being selected for award based on the evaluation criteria and the best value criteria as stated in this Solicitation.
Contract	Means the written agreement entered into by TWC and Successful Respondent, which will incorporate the contents of this Solicitation and the Successful Respondent's Response, except as may be provided in the Contract and any amendments thereto.
Contract Term	Means the definite period of time that the Contract will remain in effect.

CTCD	Certified Texas Contract Developer.
CTCM	Certified Texas Contract Manager.
ESBD	The Electronic State Business Daily. An online platform administered by the Statewide Procurement Division (SPD) of the Comptroller of Public Accounts (CPA). The ESBD may be accessed as https://www.txsmartbuy.gov/esbd
Final Written Response Score	Refers to the final scoring of the Solicitation based on the Scoring Matrix published in the Solicitation.
Fiscal Year (FY)	Texas State Fiscal Year, September 1 through August 31.
Local Time	Central Time (CT) as is then prevailing in Austin, Texas.
NIGP	National Institute of Governmental Purchasing
Offered Option	Options that are not requested in a response to this Solicitation but may be identified by a Respondent and included in its Response. A Respondent is not obligated to include an Offered Option in its Response. This is an opportunity for Respondents to offer options that TWC may not have been aware of at the time this Solicitation was written. TWC makes no commitment to quantity or timing of acquisition of Offered Options and Offered Options are not considered during evaluation of Responses.
PS	Purchasing Services, a section within TWC.
PO	Purchase Order.
POCN	Purchase Order Change Notice.

Respondent	The individual or entity that submits a Response to this Solicitation. The term includes anyone acting on behalf of the individual or entity that submits a Response, such as an agent, employee, and representative. Also referred to a "Vendor."
Response	A Respondent's response to this Solicitation.
RFP	Request for Proposal. A formal solicitation document issued by TWC to the vendor community requesting a response for goods or services. (This document.)
Solicitation	This RFP, including all exhibits, attachments, forms, and Addenda, if any. May include Requests for Revised Proposals (RFRP) or Best and Final Offer (BAFO) RFPs, if issued.
State	The State of Texas and its instrumentalities, including TWC, its officers, employees, or authorized agents, and any other state agencies.
Subcontractor	Any entity(ies) or person(s) providing goods or services under the Contract on Respondent's behalf, whether or not the entity(ies) or person(s) has/have a written agreement with the Respondent. The term does not include a state agency. The term includes an officer or employee of a state agency when the officer or employee contracts with a vendor in a private capacity.
Successful Respondent	The Respondent with whom the TWC executes a Contract to provide the goods and/or services that this Solicitation requires.
Total Score	The Final Written Response Score that includes revised points for additional evaluation activities if any, as outlined by this Solicitation.

TWC	Texas Workforce Commission.
VPTS	Vendor Performance Tracking System, as described under Texas Government Code § 2262.055 and 34 TAC § 20.115. Reporting requirements and vendor performance factors considered in VPTS are described in Texas Government Code § 2155.089 and 34 TAC § 20.509. The VPTS is available at: https://www.txsmartbuy.gov/vpts .

ARTICLE I PURPOSE

The Texas Workforce Commission (TWC) Purchasing Services (PS) section will administer the procurement process for this Solicitation, which includes Solicitation publication, handling of communications from Respondents, as well as managing the receipt of Responses for review and evaluation.

Information regarding TWC and its programs is available online and can currently be accessed at www.twc.texas.gov.

TWC is seeking proposals for Conference Services, including conference/meeting space, food & beverage, and sleeping rooms to host the 2028 and 2029 TWC Statewide Conferences.

ARTICLE II SCOPE OF WORK

2.1 OVERVIEW/BACKGROUND

TWC's annual statewide conferences further its mission to promote/support the state's workforce system by educating Texas Workforce Solutions staff, employers and other stakeholders on current issues and providing a forum for communication.

There are currently two known conferences: one to be held in 2028 and one in 2029, each lasting three days with an estimated attendance of approximately one thousand six hundred (1,600) attendees. During the term of this contract TWC may elect to work with the Successful Respondent(s) to plan and hold additional conferences of a similar size and scope.

2.2 DESCRIPTION OF SERVICES/SCOPE OF WORK/SPECIFICATIONS

- a. Requirements for Conference Services that contain the words:
 - 1. "must" or "shall" must be provided as specified without alteration, modification or exception;
 - 2. "may" or "can" allow Respondents to offer alternatives to the way services are provided.

- b. Successful Respondent must provide Conference Services in accordance with the requirements as stated in this RFP, **Attachment 3 - Scope of Work**, and all other attachments.

ARTICLE III SOLICITATION PROCESS

3.1 AUTHORITY

TWC is soliciting the goods and/or services stated in this Solicitation under the authority of Texas Government Code §§ 2155.062, 2156.001 and 2156.121.

All official communication (including, but not limited to, Schedule of Event changes, Addenda, and Questions and Answer documents) will be posted to the Electronic State Business Daily (ESBD). TWC has no responsibility to communicate personally with each potential Respondent for this procurement. Each interested party is solely responsible for checking the ESBD for official TWC communication regarding this procurement.

3.2 SCHEDULE OF EVENTS

The dates in this Schedule of Events are tentative, and TWC reserves the right to modify these dates at any time. At the sole discretion of TWC, events listed in the Schedule of Events are subject to changes and cancellation. Scheduling changes or cancellations made prior to the Deadline for Submission of Responses will be published as an Addendum posted to the ESBD.

Table 2: Schedule of Events

Event	Date and Time
Solicitation Posted to ESBD	SEPTEMBER 28, 2026
Pre-Solicitation Conference. Attendance is Optional	OCTOBER 9, 2026, at 2:00PM Central Time
Deadline for Submitting Questions or Requests for Clarification	OCTOBER 19, 2026, at 5:00 PM Central Time

Event	Date and Time
Deadline for Submission of Response NOTE: Responses must be RECEIVED by TWC by the deadline.	NOVEMBER 20, 2026, at 10:00 AM Central Time
Expected Contract Award	JANUARY 2027

Respondent must submit its Response to TWC in accordance with the due date and time as indicated in this [Table 2: Schedule of Events](#) or as changed via an Addendum posted to the ESBD.

3.3 CONTRACT DOCUMENTS

The Contract(s) resulting from this solicitation may consist of the provisions in this solicitation (including its attachments, forms, exhibits, and any Addenda); the Successful Respondent's Response, any TWC Request for Revised Response, the Successful Respondent's Response to the Request for Revised Response, and TWC's Purchase Order (PO). No prior agreement or understanding, oral or otherwise, of the parties or their agents will be valid or enforceable unless embodied in these documents. Any contract resulting from this solicitation will include an order of precedence for the Contract documents.

TWC may elect to have the Contract(s) resulting from this Solicitation consist of a single document. This document will contain all rights and duties of the parties extracted from the relevant terms and conditions of the Solicitation (including its attachments, forms, exhibits, and any Addenda), the Successful Respondent's Response, the Request for Revised Response or BAFO, if any, and Successful Respondent's Response to the Request for Revised Response or BAFO, if any. Prior to award, TWC will prepare the Contract for review by the Successful Respondent.

Discussions may be had concerning possible revisions to the draft Contract to clarify points, further define Contract text, or to correct minor technicalities. These discussions are to be finalized and all requests for

revisions resolved within ten (10) Business Days after the Successful Respondent receives the draft Contract for review or such additional time that may be agreed to by TWC. If discussions are not finalized within such time frame, the Response may be rejected, and discussions may be initiated with the next highest scoring Respondent.

3.4 ATTACHMENTS AND FORMS

Table 3: Attachments and Forms

Attachment/Form	Title
Attachment 1	TWC Hotel Terms and Conditions
Attachment 2	Insurance Requirements
Attachment 3	Scope of Work
Form 1	Execution of Response
Form 2	Cost Response
Form 3	References
Form 4	Financial Questionnaire
Form 1020	Direct Deposit Form

3.5 SOLE POINT OF CONTACT

All requests, questions, or other communication about this Solicitation must be made in writing to PS, addressed to the person listed below (Sole Point of Contact) with the Solicitation number in the subject line.

GAYE SMITH, CTCD/CTCM

Procurement Lead

[TWC Procurement Portal](#)

3.5.1 Prohibited Communication

Except as provided in Section [3.5 Sole Point of Contact](#), all communication with TWC regarding this Solicitation is prohibited. Unless allowable, TWC, its representative(s), and partners will not answer any questions or otherwise discuss the contents of this Solicitation with any potential Respondent or its 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 TWC designated staff as provided by Section [3.5 Sole Point of Contact](#).

Failure to comply with these restrictions may result in disqualification of Respondent's Response. These restrictions do not preclude discussions between affected parties for the purposes of conducting business unrelated to this Solicitation.

3.6 PRE-SOLICITATION CONFERENCE

TWC will conduct a Pre-Solicitation Conference. A prospective Respondent SHOULD PLAN to attend the Pre-Solicitation Conference. See Section [3.2 Schedule of Events](#) for the date and time. The Pre-Solicitation Conference will include an overview of the Solicitation and a presentation on the HSP requirements, if applicable to this Solicitation. A question-and-answer session will also take place regarding general, technical, and HSP (if applicable) questions.

3.6.1 Attendance

Attendance at the Pre-Solicitation Conference is optional but highly recommended.

Attendees to a virtual Pre-Solicitation Conference are required to send an email prior to the conference to the point of contact designated in Section [3.5 Sole Point of Contact](#), advising of participation in the Pre-Solicitation Conference. In an email, attendees must provide the attendees' name, phone number, and name of the organization they are representing.

Attendees to a virtual Pre-Solicitation Conference are required to register prior to the conference. Attendees must provide the attendees' name, phone number, email address, and name of the organization they are representing.

The logs will be used by PS to confirm the attendance of a Respondent submitting a Response.

3.6.2 Logistical Information

PS will hold the Pre-Solicitation Conference on the date and time set out in Section [3.2 Schedule of Events](#).

People with disabilities who wish to attend the Pre-Solicitation Conference and require auxiliary aids or services should contact the Sole Point of Contact identified in Section [3.5 Sole Point of Contact](#) at least seventy-two

(72) hours before the Conference in order to have reasonable accommodations made by TWC.

Conference Call [or Webinar] Information:

To reserve a conference seat, register at:

https://zoom.us/webinar/register/WN_ZP0nwIaERiClx6KgcLkmHg

After registering, you will receive a confirmation email containing information about joining the conference.

3.6.3 Questions at the Pre-Solicitation Conference

Attendees may submit questions in writing at the conference. All questions must be in the required format and include the information as referenced in Section [3.7 Questions/Requests for Clarification](#).

During the Pre-Solicitation Conference, TWC may provide responses to questions and requests for clarification, but only written responses posted by TWC as an Addendum to the Solicitation on the ESBD will be considered an official, binding update to the Solicitation.

TWC reserves the right to amend, prior to the Response Deadline, answers previously posted. Amended answers will be posted on the ESBD.

Unauthorized communications with TWC program area staff regarding this Solicitation before, during, or after the Pre-Solicitation Conference are prohibited. Failure to comply with these restrictions may result in disqualification of Respondent's Response.

3.7 QUESTIONS/REQUESTS FOR CLARIFICATION

TWC will allow written questions and requests for clarification regarding this Solicitation. Questions must be submitted through the TWC Procurement Portal to the Sole Point of Contact listed in Section [3.5 Sole Point of Contact](#) by the deadline established in Section [3.2 Schedule of Events](#). Include the Solicitation section and page number to which each question applies.

TWC will post all questions and answers and, if appropriate, an Amended Solicitation to the ESBD. Responses to questions or other written requests

for clarification will not be provided individually to prospective Respondents submitting questions.

TWC reserves the right to amend answers previously posted. Amended answers will be posted to the ESBD. It is the Respondent's responsibility to check the ESBD. TWC also reserves the right to provide a single consolidated response to all similar questions at the agency's sole discretion.

Questions or requests for clarification received after the deadline in Section [3.2 Schedule of Events](#) may be reviewed by TWC but may not be answered. Only TWC's written answers posted on ESBD, in accordance with this section, are binding.

3.8 ADDENDA

Should an addition or correction become necessary after the Solicitation is issued, an Addendum relating the necessary information will be posted to the ESBD. Respondents are responsible for periodically checking the ESBD for addenda or additional information. **Respondents are required to acknowledge the Addenda by returning the signed Acknowledgment of Addenda with the Response. Failure to do so does not absolve a Respondent from the requirements contained within any Addenda.**

ARTICLE IV RESPONSE SUBMISSION INSTRUCTIONS

4.1 DEADLINE

Responses must be received by PS as prescribed no later than the date and time specified in Section [3.2 Schedule of Events](#).

Responses received after the deadline specified in Section [3.2 Schedule of Events](#) will be rejected and will not be evaluated or considered for Contract award. TWC is not responsible for Responses submitted late, illegible, incomplete, or otherwise considered disqualified due to failure of electronic equipment or operator error.

4.2 GENERAL INFORMATION

Respondent must fully and completely address all requirements described in this Solicitation. Incomplete or partial Responses will not be considered. The Respondent must provide all information that the Respondent believes would be helpful to TWC in evaluating the Respondent's ability to fulfill the Solicitation requirements. Respondent shall prepare a Response that clearly and concisely represents its qualifications and capabilities.

4.3 RESPONSE FORMAT

The Response to this Solicitation must:

- a. Be responsive to all Solicitation requirements;
- b. Be in the 8 1/2" by 11" paper layout;
- c. Be clearly legible; and
- d. Be presented using font type Verdana or Arial, font size 12-point, with one (1) inch margins and 1.25 line spacing; the sole 12-point font size exception is no less than size 10 point for tables, graphs, and appendices.

4.4 DISCREPANCIES

In the event of any discrepancies or variations between copies, TWC is under no obligation to resolve the inconsistencies and may make its scoring and selection decision, accordingly, including the decision to potentially disqualify a Response. If Respondent fails to designate an "Original" Response as required by Section [4.5 Submission Method](#), TWC in its sole discretion, will determine the version to be used as the original or may disqualify the Response. If the Respondent submits a redacted Response as the "Original," TWC will disqualify the Response, and it will not be evaluated.

TWC will not accept submissions after the Response due date in Section [3.2 Schedule of Events](#) to remedy discrepancies or variations in Response submissions.

4.5 SUBMISSION METHOD

TWC has implemented the eProcurement platform referred to as the TWC Procurement Portal. Respondent must upload all documentation indicated to the [TWC Procurement Portal](#) link on the “Open Opportunities” tab.

Submissions by any other method will not be accepted.

To respond to this Solicitation, Respondents must register through the TWC Procurement Portal website. There is no charge to register.

Step-by-step instructions are available at: [Vendor Registration](#).

For a quick tutorial through the registration and submission process, visit: [Vendor Registration and Submission Video](#).

Any issues with uploading must first be addressed with the TWC Procurement Portal Technical Support at the contact information included in the Procurement Information Summary and TWC Procurement Portal Instructions to Respondents document.

Respondents must contact the Sole Point of Contact prior to the deadline if there are issues with using the TWC Procurement Portal and an alternative submission method may be required. Failure to contact the Sole Point of Contact well before the deadline to make alternative arrangements will disqualify any subsequent Response submission.

It is the Respondent’s responsibility to appropriately mark and upload the Proposal to the TWC Procurement Portal by the specified date. Each Respondent is solely responsible for ensuring its Proposal is submitted in accordance with all Solicitation requirements and ensuring timely receipt by TWC. TWC is not responsible for electronic submissions that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any TWC anti-virus or other security

software. To confirm receipt of all electronic submissions, Respondent should request a confirmation by e-mail.

Hard copies received will not be accepted or reviewed.

It is the Respondent's responsibility to appropriately mark and deliver the Response to the TWC Procurement Portal by the specified date. Each Respondent is solely responsible for ensuring its Response is submitted in accordance with all Solicitation requirements and ensuring timely receipt by TWC. **In no event will TWC be responsible or liable for any delay or error in delivery. Response must be RECEIVED by TWC by the Response Deadline identified in Section [3.2 Schedule of Events](#).**

4.6 REQUIRED FORMS AND SUBMISSION DOCUMENTS

Table 4: Required Forms and Submission Documents

Document Name
Executive Summary (Section 4.7.1)
Response to Requirements (Section 4.7.2)
Form 1 - Execution of Response (Section 4.8)
Form 2 - Cost Response (Section 4.9)
Form 3 - References (Section 4.10)
Form 4 - Financial Questionnaire (Section 4.12)
Form 1020 - Direct Deposit Form (if applicable)

4.7 NARRATIVE PROPOSAL

4.7.1 Executive Summary

Respondent must provide an Executive Summary of their Response (excluding cost information) that asserts the Respondent is providing, in its Response, all the requirements of this Solicitation, including [Article II Scope of Work](#) and **Attachment 3 - Scope of Work**. The Executive Summary must demonstrate Respondent's understanding of TWC goals and objectives for this Solicitation.

If the Respondent is providing goods and/or services beyond those specifically requested, those goods and/or services must be identified. If the Respondent is offering goods and/or services that do not meet the specific requirements of this Solicitation, but in the opinion of the

Respondent are equivalent or superior to those specifically requested, any such differences must be noted in the Executive Summary. The Respondent should realize, however, that failure to provide the goods and/or services specifically requested may result in disqualification.

The Executive Summary must not exceed two (2) pages and should represent a full and concise summary of the contents of the Response.

4.7.2 Response to Requirements

- a. Respondent must describe the proposed processes and methodologies for providing all components described in [Article II Scope of Work](#).
- b. Respondent must affirm and document how its Proposal meets the requirements as stated in [Article II Scope of Work](#), and affirm that it will continue to comply with these requirements during the term of the Contract issued as a result of this Solicitation, if any.

4.8 EXECUTION OF RESPONSE

Respondent must complete, sign, date and return **Form 1 - Execution of Response**. By signing, Respondent agrees to provide the goods and/or services described in this Solicitation and agrees to abide by all TWC Terms and Conditions as specified in this Solicitation and in resulting Contract. A Response without the required signatures and date is not responsive to the Solicitation and will be disqualified.

Unsigned Responses will not be evaluated; these Responses will be kept with the procurement file and not be returned to the Respondent.

4.9 COST RESPONSE

In accordance with Section [4.9 Cost Response](#), the Respondent shall include one file named "Cost Response" that contains the Respondent's Cost Response in the format included in **Form 2 - Cost Response**.

Cost information must be included as a separate document and presented only in the format set forth in **Form 2 - Cost Response**.

Respondent must state pricing for all goods and/or services rendered during the course of any awarded Contract, including any and all costs involved that are to be paid or reimbursed by TWC during the initial

contract period and any renewal or extension periods. No reimbursement is available to the Successful Respondent beyond the amount agreed to be paid for the goods and/or services provided. Pricing agreed to in any resulting Contract shall be firm and remain constant through the life of the Contract.

The Cost Response provided is for the goods and/or services as specified in this Solicitation and shall include labor, materials, tools, supplies, equipment, and personnel, including but not limited to, travel expenses, associated costs, and incidental costs necessary to provide the goods and/or services according to the minimum specifications, requirements, provisions, and Terms and Conditions set forth in this Solicitation.

4.10 REFERENCES

Respondent must provide a minimum of three (3) references in the format set forth in **Form 3 - References** and should also provide any canceled contract reference as applicable. These references must relate to similar contracts or projects performed as described in Section [2.2 Description of Services/Scope of Work/Specifications and Attachment 3 – Scope of Work](#) within the last five (5) years, and it is preferable they be from state, federal, and/or local governmental entities.

4.10.1 Similar Contracts

Each Respondent shall provide descriptions of three (3) engagements of comparable complexity and sensitivity to the requirements of this Solicitation that have been conducted within the past five (5) years. The description of comparable engagements shall be detailed and cover the contracts the Respondent and any Subcontractors have had and all experience similar to this Contract that qualifies the Respondent to meet the requirements of this Contract, including, but not limited to:

- a. Size of contract (including value);
- b. Reason for contract termination/expiration, if contract is no longer in effect;
- c. Types of services directly provided by the Respondent and whether the Respondent was the contractor or Subcontractor;

- d. Term and type of contract, including effective dates; and
- e. Any problems encountered.

4.10.2 Contract Performance

The Respondent shall state whether or not any of the following have occurred during the last five (5) years:

- a. The Respondent has had a contract terminated, and, if so, shall provide full details, including the other party's name, address, and telephone number on **Form 3 - References**.
- b. The Respondent has been assessed any remedies, including liquidated damages or other such monetary remedies, under any existing or past contracts, and, if so, note the reason for and the amount assessed or paid for each incident.
- c. The Respondent was the subject of (i) any threatened, pending, or resolved disciplinary action for substandard work and/or unethical practices; or (ii) any order, judgment or decree of any federal or state authority barring, suspending or otherwise limiting the right of the Respondent to engage in any business, practice, or activity.
- d. The Respondent has been involved in any civil or criminal litigation and/or entered into any compromise agreement, settlement agreement, or resulting consent decree or judgements, if applicable, related to contract performance, the goods and/or services sought by this Solicitation, or that a reasonable person knowledgeable of the applicable industry would consider relevant to the work under the Contract. Respondents are not required to violate any confidentiality provision but must provide information not prohibited from disclosure.

4.11 OFFERED OPTIONS

TWC does not intend to limit the creativity of Respondents from bringing forward new suggestions or enhancements not described in this Solicitation. Respondents are encouraged to describe any Offered Options. Offered Options are not required and are not considered during evaluation

of Responses. TWC will not award additional options if not included in the Response.

4.12 FINANCIAL SOUNDNESS

The Respondent must complete **Form 4 - Financial Questionnaire** unless it is a governmental entity. Failure to include any of the items listed for the appropriate company type may result in disqualification of the Respondent's Response. If TWC learns of a failure to disclose after a Contract has been awarded to the Successful Respondent, the Contract may be terminated. In the event of such termination, the Successful Respondent shall be liable for all costs associated with the re-procurement, including any increased costs for the services originally awarded.

4.12.1 The Respondent must include the following items in its Response unless it is a governmental entity. Change in Financial Condition – Duty to Notify

The Response must include a certification that the Respondent will notify TWC of a change in financial condition during the Contract term and any renewal thereof. If a Respondent experiences a substantial change in its financial condition prior to the award of the Contract, or if the Successful Respondent experiences a substantial change in its financial condition during the term of the Contract or any extension thereof, TWC must be notified of the change in writing at the time the change occurs or is identified. Failure to notify TWC of such substantial change in financial condition will be sufficient grounds for rejecting the Response or terminating the Contract. For the purposes of this section, examples of a substantial change in financial condition are events such as insolvency, bankruptcy or receivership.

4.13 CORPORATE GUARANTEE

If the Respondent is substantially owned or controlled, in whole or in part, by one or more other legal entities, the Respondent must submit the information required under Section [4.12 Financial Soundness](#) above for each such entity, including the most recent financial statement for each such entity. The Respondent must also include a statement from the entity or entities with substantial ownership or control that the entity/ies will unconditionally guarantee performance by the Respondent of each and every obligation, warranty, covenant, term, and condition of any Contract resulting from this Solicitation. If TWC determines that an entity does not have sufficient financial resources to guarantee the Respondent's performance, TWC may require the Respondent to obtain another acceptable financial instrument or resource from such entity, or to obtain an acceptable guarantee from another entity with sufficient financial resources to guarantee Respondent's performance.

TWC reserves the right to request that such entity unconditionally guarantee performance by the Respondent in each and every obligation, warranty, term, covenant, and condition of any Contract resulting from this Solicitation.

4.14 EXCEPTIONS

Each Respondent is highly encouraged, in lieu of including exceptions in a Response, to address all issues that might be advanced by way of exception by submitting such issues as questions or requests for clarification pursuant to Section [3.7 Questions/Requests for Clarification](#).

Any exception included in a Response may result in a Respondent not being awarded a Contract. If a Respondent includes exceptions in its Response, Respondent is required to use **Form 1 - Execution of Response** and provide all information requested on the form. Any exception that does not provide all required information in the format set forth in **Form 1 - Execution of Response** may be rejected without consideration.

Respondent must clearly identify the specific section and language to which it takes exception, propose specific alternative language, and describe its reasoning for requesting the exception. TWC will only consider exceptions submitted on **Form 1 - Execution of Response**.

No exception, nor any other term, condition, or provision in a Response that differs from or contradicts this Solicitation will be considered to be part of any resulting Contract unless expressly made a part of the Contract in writing by TWC.

Any exceptions or deviations by the Respondent to **Attachment 1 – TWC Hotel Terms and Conditions** may make the Response unacceptable for award without discussion. If a Respondent proposes exceptions to **Attachment 1 – TWC Hotel Terms and Conditions**, TWC may make an award without discussion to the next highest scoring Respondent with no exceptions to **Attachment 1 – TWC Hotel Terms and Conditions**.

4.15 BINDING OFFER

A Response should be responsive to the Solicitation as worded and without any assumption that any or all terms, conditions, or provisions of the Solicitation will be negotiated. Furthermore, all Responses constitute binding offers. Any Response that includes any type of disclaimer or other statement indicating that the Response, or any portion of the Response, does not constitute a binding offer may be disqualified, as determined by TWC in its sole discretion.

If a Respondent's ability to enter into a Contract is contingent upon any exception or assumption provided in accordance with Section [4.13 Corporate Guarantee](#)

TWC reserves the right to request that such entity unconditionally guarantee performance by the Respondent in each and every obligation, warranty, term, covenant, and condition of any Contract resulting from this Solicitation.

Exceptions, the Respondent may be disqualified from further consideration for Contract award.

4.16 FRANCHISE TAX – RIGHT TO TRANSACT BUSINESS IN TEXAS

If applicable, the Texas franchise tax is imposed on each taxable entity formed or organized in Texas or doing business in Texas.

Respondent must be set up in the Texas franchise tax system prior to Contract award if applicable. Texas franchise tax information can be accessed at <https://comptroller.texas.gov/taxes/franchise/>.

4.17 DISCLOSURE OF INTERESTED PARTIES

If TWC determines that Texas Government Code § 2252.908 may apply to a Contract award, TWC will instruct the Respondent to disclose interested parties to the Texas Ethics Commission (TEC) and TWC. A Respondent subject to this requirement must:

- a. complete TEC Form 1295, Certificate of Interested Parties at <https://www.ethics.state.tx.us/filinginfo/1295/>;
- b. submit the form online to TEC,
- c. print the completed form that includes the Certificate Number automatically assigned by TEC, and
- d. submit the form, signed by its authorized agency, by email to TWC.

If a Respondent does not timely submit a completed and signed TEC Form 1295 to TWC, TWC is prohibited by law from executing a contract, even if the potential awardee is otherwise eligible for award. TWC may award the contract to another Respondent. TWC may seek appropriate damages for Respondent's failure to comply with this requirement.

4.18 AMBIGUITY, CONFLICT, OR DISCREPANCY

Respondent must notify the [Sole Point of Contact \(Section 3.5\)](#) of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or error in the Solicitation in the manner and by the deadline described in Section [3.7 Questions/Requests for Clarification](#).

If Respondent fails to properly and timely notify the Sole Point of Contact ([Section 3.5](#)) of any ambiguity, conflict, discrepancy, exclusionary specification, omission, need for clarification, or other error in the Solicitation, Respondent:

- a. Waives any claim of error or ambiguity in the Solicitation and any resulting Contract;
- b. Submits a Response at its own risk;
- c. May not contest the interpretation by TWC of such provision(s); and
- d. Is not entitled to additional compensation, relief, or time by reason of ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error or TWC's later correction.

4.19 RESPONSE IRREVOCABILITY

Responses submitted to the Solicitation are irrevocable for one hundred eighty (180) calendar days following the solicitation closing date. This period may be extended at TWC's Procurement and Contract Services Director's request only by a Respondent's written agreement. Upon Contract execution, prices agreed upon by the Successful Respondent(s) are an irrevocable offer for the term of the Contract and any Contract renewals or extension(s). No other costs, rates, or fees shall be payable to the Successful Respondent unless expressly agreed upon in writing by TWC.

4.20 QUESTIONS OR REQUESTS FOR CLARIFICATION

By submitting a Response, Respondent grants TWC the right to ask questions and request clarification. As part of the initial evaluation, the

evaluation committee may request clarification. Clarifying questions to a Respondents are to resolve conflicting information, apparent ambiguities, or minor clerical errors within the Response.

4.21 COST OF SUBMISSION AND ADDITIONAL EVALUATION ACTIVITIES

TWC will not reimburse Respondents for any costs related to Response preparation or submission. Additionally, Respondents will be responsible for their own presentation equipment if invited to participate in additional evaluation activities, such as in-person discussions, clarifications, or negotiations. Failure to participate in the requested additional evaluation activities may eliminate a Respondent from further consideration.

TWC is not responsible for any costs incurred by the Respondent in preparation for any additional evaluation activities. All costs incurred by Respondent are the responsibility of Respondent.

4.22 TWC RIGHTS

All submitted Responses become the property of TWC. TWC reserves the right to use any and all ideas presented in any Response to this Solicitation. Selection or rejection of any Response does not affect this right.

The rights of TWC include, but are not limited to:

- a. Cancellation of this Solicitation at TWC's sole discretion;
- b. Suspension of the procurement process and issuance of Solicitation Addenda;
- c. Rejection, in whole or in part, of any and all Responses received for this Solicitation;
- d. Waiver of administrative deficiencies or minor technicalities in any of the Responses;
- e. Utilization of any and all ideas presented in the Responses;
- f. Directing any Respondent to submit Response modifications addressing subsequent Addenda;
- g. Elimination of any requirements that are not met by all Respondents upon notice to all parties submitting a Response;

- h. Making typographical corrections to Responses, with the concurrence of the Respondent;
- i. Changing computational errors with the concurrence of the Respondent;
- j. Requesting Respondents to clarify the Responses;
- k. Requesting Respondents to submit additional information pertaining to the Response; and
- l. Making an award without:
 - 1. Requesting clarification;
 - 2. Allowing modification;
 - 3. Discussing;
 - 4. Negotiating; and/or
 - 5. Requesting a revised response.

ARTICLE V EVALUATION AND AWARD

TWC will award a Contract to the Respondent(s) that offers the best value to the State and is in the State's best interest as determined using the evaluation criteria described in this [Article V](#).

Responses that meet the minimum qualifications will be submitted to the evaluation committee for review and scoring. Each member of the evaluation committee will receive a copy of each responsive Response. The evaluators will review the Responses considering the criteria listed in Section [5.5 Evaluation Criteria](#).

Evaluators will individually score the Responses. Oral Presentations or Site Visits may also be used to make a selection for Contract award, as outlined in this section.

5.1 CONFORMANCE WITH STATE LAW

Responses shall be evaluated in accordance with Texas Government Code § 2155.074(b). TWC shall not be obligated to select the lowest priced

Response but shall make an award to the Respondent that provides the best value to the State of Texas.

5.2 MINIMUM QUALIFICATIONS (PASS/FAIL)

A Respondent must meet the minimum qualifications listed below. Failure to meet any one of the minimum qualifications listed below may result in a disqualification of that Response.

- a. Respondent must have recently been in business for a minimum of three (3) years, or the principals/owners must have had ownership/executive management experience within the last five (5) in a previous company that provided Conference Services;
- b. Respondent must be financially solvent and adequately capitalized, as determined based on a review of documentation required by Section [4.12 Financial Soundness](#), if applicable;
- c. Respondent has submitted the Response in accordance with [Article IV Response Submission Instructions](#).
- d. Respondent who receives an overall score on the VPTS of "D" or below shall be disqualified from consideration for award.

5.3 INITIAL COMPLIANCE SCREENING

TWC will review Responses for initial compliance with the Submission requirements listed in [Article IV](#) and for demonstrated ability to meet Section [5.2 Minimum Qualifications \(Pass/Fail\)](#) required to advance to evaluations. Failure to meet the minimum qualifications will result in the disqualification of the Response.

TWC will automatically disqualify any Response that does not include one or more of the completed and signed (as applicable) documents.

All Responses will be screened for inclusion of all required information prior to release to the evaluation team. TWC may exclude from further consideration for selection any non-responsive Response or portion of a Response.

5.4 RESPONSE EVALUATION

Each member of the evaluation committee will read the Responses in preparation for evaluation. The evaluation committee will score all Responses that pass initial screening in Section [5.3 Initial Compliance Screening](#), even if there is only one viable Response. Responses will be scored against the criteria in Section [5.5 Evaluation Criteria](#).

Responses will be evaluated utilizing aggregated individual scoring outlined in this [Article V Evaluation and Award](#). The individual evaluators' scores will be aggregated and weighted, resulting in the final Response Score, unless TWC requests a Revised Response from those Respondents in the Competitive Range.

5.5 EVALUATION CRITERIA

TWC shall consistently evaluate and score Responses in accordance with the following criteria.

- a. Cost (40%)
 - Section [4.9 Cost Response](#), **Form 2 – Cost Response**
- b. Respondent's Ability to Perform Services (45%)
 - Section [4.7.1 Executive Summary](#);
 - Section [4.7.2 Response to Requirements](#); and
- c. Past Performance, Qualifications, and Experience (15%)
 - References, including [Section 4.10.1 Similar Contracts](#), [Section 4.10.2 Contract Performance](#), and **Form 3 - References (including Cancelled Contract References)**;

In accordance with Section [4.9 Cost Response](#), the Respondent shall include one file named "Cost Response" that contains the Respondent's Cost Response in the format included in **Form 2 - Cost Response**.

Respondent must state pricing for all goods and/or services rendered during the course of any awarded Contract, including any and all costs involved that are to be paid or reimbursed by TWC during the initial contract period and any renewal or extension periods. No reimbursement is available to the Successful Respondent beyond the amount agreed to be paid for the goods and/or services provided. Pricing agreed to in any

resulting Contract shall be firm and remain constant through the life of the Contract.

The Cost Response provided is for the goods and/or services as specified in this Solicitation and shall include labor, materials, tools, supplies, equipment, and personnel, including but not limited to, travel expenses, associated costs, and incidental costs necessary to provide the goods and/or services according to the minimum specifications, requirements, provisions, and Terms and Conditions set forth in this Solicitation.

5.6 COMPETITIVE RANGE

The Competitive Range will consist of the Responses that receive the highest scores, or most satisfactory ratings based on the published evaluation criteria and procedures governing this procurement. Cutoff for the Competitive Range will be based on the “natural break” in scores and on reasoned judgment that Responses below the cutoff cannot be made successful through clarification and negotiation. TWC is not obligated to enforce a natural break in scores and reserves the right to advance as many or as few Responses as qualified under these criteria to achieve the best value for the state of Texas.

5.7 DISCUSSIONS AND REVISED RESPONSES

After the written Response evaluation, Respondent may be selected for invitation to additional evaluation activities that may include one or more of the following: oral presentations, clarifications, discussions, Proof of Concept, demonstrations, and site visits. Advancement will be determined by the Competitive Range.

A Respondent that does not meet the advancement criteria in this Section will not be invited to participate in additional evaluation activities. The Final Written Response Score will be considered the Total Score, and the Respondent may not be considered further for Contract award.

To further identify the Respondent providing the best value, Respondents selected for additional evaluation activities will be the final group of Respondents eligible for award. Additional evaluation activities will allow for revised points for the Respondent's Final Written Response Score to replace the original technical score. This will be the Final Written Response Score with any adjusted points received, if applicable.

TWC may require additional evaluation activities from any or all Respondents to make a determination for award recommendation. Information from the additional evaluation activities will be used in addition to the scoring of the criteria in Section [5.5 Evaluation Criteria](#). TWC will provide Respondents with advance notice of any such Additional Evaluation Activities. Advance notice will include an agenda and specific scenarios or use cases for each category or criteria listed in this Section.

5.8 BEST AND FINAL OFFER (BAFO)

A Respondent should provide its best offer in its original Response. Respondents should not expect or assume that TWC will request a Revised Response or a BAFO at any time. TWC reserves the right to request more than one Revised Response from each of the Respondents in the Competitive Range; however, multiple, successive Responses are not envisioned should TWC issue a Request for BAFO as that is intended to be a "best and final offer." A Request for Revised Response or BAFO does not guarantee the Respondent an award or that further negotiations will be conducted.

If a Response is submitted to a Request for a Revised Response or BAFO, the Final Written Response Scores or Total Score (as outlined by Section [5.9 Final Response Score and Total Score](#)) will be revised in accordance with the stated criteria in Section [5.5 Evaluation Criteria](#) as to any changes made to the Respondent's original Response.

The Request for Revised Response or BAFO will allow a Respondent the opportunity to revise its original Response, including pricing. Revisions must be submitted in the manner and form prescribed by the Request. Requests will be sent to the point of contact provided by the Respondent. TWC is not responsible for a Respondent's failure to timely receive or respond to a Request.

If a Request for Revised Response or BAFO is issued by TWC, it will be evaluated by the Evaluation Committee based on the criteria listed in Section [5.5 Evaluation Criteria](#), rescored, and ranked. The award will then be granted to the Respondent that represents the best value to the State.

5.9 FINAL RESPONSE SCORE AND TOTAL SCORE

A Respondent's Final Response Score is based on the cumulative score of all criteria in Section [5.5 Evaluation Criteria](#). If a Request for Revised Response or BAFO is requested, the Final Response Score will be based on the Request for Revised Response or BAFO score, and any previous scores will be archived in the procurement record.

The Final Response Score may not always determine best value or selection for negotiation and award. See Section [5.10 Summary of Best Value Determination](#) for more information.

5.10 SUMMARY OF BEST VALUE DETERMINATION

The final selection for award will be based on best value, as determined by this section. This includes, but is not limited to, any scoring adjustments for outliers, Requests for Revised Offers or BAFOs, Oral Presentations, Site Visits, or other additional considerations as specified by this Solicitation. A Respondent is encouraged to thoroughly review the processes outlined in [Article V](#), as it documents the best value considerations to be made by TWC in selecting a Respondent for negotiation and Contract award.

If, for any reason, a Contract cannot be executed with a Respondent selected for award within a reasonable timeframe of TWC's determination to seek to contract with that Respondent, TWC may negotiate a Contract with the next highest-scored Respondent or may cancel, withdraw, modify, or partially award this Solicitation.

5.11 PUBLIC INFORMATION ACT

Information, documentation, and other materials submitted in connection with this Solicitation or resulting Contract may be subject to public disclosure pursuant to the Texas Public Information Act, Texas Government Code, Chapter 552. See **Attachment 1 – TWC Hotel Terms and Conditions**, Section 15.

TWC may, in its sole discretion (1) disqualify all Respondents that fail to fully comply with the requirements set forth in this section, or (2) offer all Respondents that fail to fully comply with the requirements set forth in this section additional time to comply. Submitting partial or incomplete information that suggests inclusion of confidential information constitutes failure to comply with the requirements set forth in this section.

5.11.1 Responses

If Respondent asserts that information provided in its Response is exempt from disclosure under the Texas Public Information Act, Respondent must mark and submit two separate, searchable Portable Document Format (PDF) copies (Original Response and "Public Information Act Copy," including attachments, of the Original Response) as identified below. **This copy is in addition to the original and all copies otherwise required under the provisions of this Solicitation).**

a. Mark Original Proposal:

1. Mark the top of the front page with the words "CONTAINS CONFIDENTIAL INFORMATION" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Verdana font or larger);
2. Mark the bottom of each page that contains information that Respondent claims is exempt from public disclosure with the words "CONTAINS CONFIDENTIAL INFORMATION";
3. Identify, adjacent to each portion of the Response that Respondent claims is exempt from public disclosure, the claimed exemption from disclosure. Vague and general claims to confidentiality will not be acceptable.

NOTE: No redactions are to be made in the Original Response.

b. Mark Public Information Act Copy of Response:

1. Mark the copy at the top of the front page with "Public Information Act Copy" in large, bold, capitalized letters (the size of, or equivalent to, 12-point Verdana font or larger);

2. Each portion Respondent claims is exempt from public disclosure must be redacted (blacked out); and
3. Identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required by this subsection (b) must be identical to the redactions identified in subsection (a)(3), above. The only difference in required markings and information between the Original Response and the "Public Information Act Copy" of the Response will be redactions, which can only be made in the "Public Information Act Copy." There must be no redactions in the Original Response.

Respondent should not submit a Public Information Act Copy indicating that the entire Response is exempt from disclosure. Merely making a blanket claim that the entire Response is protected from disclosure because it contains any amount of confidential, proprietary, trade secret, or privileged information is not acceptable, and this blanket claim will not be considered by TWC.

A Response should not be marked or asserted as copyrighted material. If Respondent asserts a copyright to any portion of its Response, Respondent agrees to reproduction and posting on public websites by the State of Texas, including all other state agencies, without cost or liability and, additionally, agrees to allow the State of Texas to provide a copy of the Response to individuals making a Public Information Act request for the response.

5.11.2 Contract

Within five (5) days from Contract execution, the Successful Respondent must submit a "Public Information Act Copy" of the Original Executed Contract (in addition to the original executed contract) to the TWC contract manager by email. The Public Information Act Copy must meet the following requirements:

- a. The copy must be clearly marked as "Public Information Act Copy" on the front page in large, bold, capitalized letters (the size of, or equivalent to, 12-point Verdana font or larger);

- b. Each portion Successful Respondent claims is exempt from public disclosure must be redacted (blacked out); and
- c. Successful Respondent must identify, adjacent to each redaction, the claimed exemption from disclosure. Each identification provided as required in Subsection (b) of this section must be identical to those set forth in the Original Response as required in Section 5.11.(a)(2) above. The only difference in required markings and information between the Original Contract and the "Public Information Act Copy" of the contract will be redactions, which can only be included in the "Public Information Act Copy." There must be no redactions in the Original Contract.

ARTICLE VI GENERAL TERMS AND CONDITIONS

The Terms and Conditions identified in the Solicitation and **Attachment 1 – TWC Hotel Terms and Conditions** are applicable to this Solicitation and any Contract resulting from this Solicitation. TWC reserves the right to incorporate additional provisions in the Contract in the best interest of TWC.

In the event of a conflict between this Solicitation and applicable laws and regulations, precedence shall be given to the laws and regulations.

6.1 CONTRACT AWARD

TWC intends to award one or more contracts as a result of this Solicitation.

A written notice of Contract Award will be posted on the ESBD and sent to all Respondents immediately following execution of the Contract(s).

6.2 CONTRACT TERM

The Contract Term for the 2028 Statewide Conference will commence on the fully executed Contract date and expire five years after the Contract execution date. The Contract Term for the 2029 Statewide Conference will commence on the fully executed Contract date and expire five years after the Contract execution date.

There are currently two known conferences: one to be held in 2028 and one in 2029, each lasting three days with an estimated attendance of

approximately one thousand six hundred (1,600) attendees. TWC may elect to work with the Successful Respondent(s) to plan and hold additional conferences during the contract term, not to exceed approximately one thousand six hundred (1,600) attendees. Pricing for additional conferences will be mutually agreed upon by both parties based on current market rates.

The Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, legislative budget cuts, amendment of the General Appropriations Act, TWC consolidation of offices, or any other disruption of current appropriations, Termination provisions of **Attachment 1- TWC Hotel Terms and Conditions** shall apply.

If the resulting Contract does not include a defined option period, the extension is limited to one year.

6.3 PRICE ADJUSTMENT

Pricing agreed to in any resulting Contract shall be firm and remain constant based on the price agreed upon at award through the initial term of the Contract. Any price adjustments for any exercised optional renewal terms must be mutually agreed upon and based on current market rates and the consumer price index CPI for the applicable year through the amendment process.

6.4 CONTRACT AMENDMENTS

The Contract may be amended only by written agreement signed by both the Successful Respondent and TWC, except in the case of changes in state or federal law.

6.5 NO GUARANTEE OF VOLUMES, USAGE, OR COMPENSATION

TWC makes no guarantee of volume, usage, or total compensation to be paid to a Respondent under an awarded Contract, if any, resulting from this Solicitation.

6.6 GOVERNMENTAL ENTITIES

If Respondent is responding to this Solicitation in its capacity as a governmental entity, certain Terms and Conditions found in this Solicitation, including exhibits and attachments, may not be applicable. Furthermore, to the extent permitted by law, if a Response is received from a governmental entity, TWC reserves the right to enter into an

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interagency or interlocal agreement with the governmental entity.

6.7 RESPONDENT WAIVER – INTELLECTUAL PROPERTY

SUBMISSION OF ANY DOCUMENT TO TWC IN RESPONSE TO THIS SOLICITATION CONSTITUTES AN IRREVOCABLE WAIVER AND AGREEMENT BY RESPONDENT TO FULLY INDEMNIFY THE STATE OF TEXAS AND TWC FROM ANY CLAIM OF INFRINGEMENT AGAINST THE STATE OF TEXAS AND TWC REGARDING THE INTELLECTUAL PROPERTY RIGHTS OF RESPONDENT OR ANY THIRD PARTY FOR ANY MATERIALS SUBMITTED TO TWC BY RESPONDENT.

6.8 INSURANCE

For the duration of any Contract resulting from this Solicitation, the Successful Respondent shall acquire insurance, bonds, or both, with financially sound and reputable independent insurers, in the type and amount listed in **Attachment 2 - Insurance Requirements**.

Notwithstanding the preceding, TWC reserves the right to consider reasonable alternative methods of ensuring the Contract in lieu of the insurance policies customarily required. It will be the Respondent's responsibility to recommend to TWC alternative methods of insuring the Contract. Any alternatives proposed by Respondent should be accompanied by a detailed explanation regarding Respondent's inability to obtain the required insurance and/or bonds. TWC shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of Contract.

6.9 REMEDIES

6.9.1 Assessment of Remedies

Once TWC has determined that Remedies are to be assessed, the Executive Director or Executive Director's designee shall notify the Successful Respondent of the assessment(s). TWC will withhold Remedies

from payments to the Successful Respondent, or, if no payments are to be made, TWC will make demand of payment of Remedies. The Successful Respondent must make payment within thirty (30) days of the TWC's demand. **In the event the Successful Respondent fails to pay within the thirty (30) day period, TWC may make a claim for payment against the performance bond, with or without notice to the Successful Respondent, if applicable.**

6.9.2 Failure to Assess Remedies

The failure of TWC to assess Remedies in any instance where TWC is entitled to Remedies under the terms of this Solicitation, or the resulting Contract shall not constitute waiver in any fashion of TWC's rights to assess Remedies.

6.9.3 Failure to Notify TWC of a Change of Ownership or Control or Change in Financial Condition

The failure of the Successful Respondent to notify TWC of a change of ownership or control or change in financial condition as required in Sections [6.11 Changes in Ownership](#) and [4.12.1 Change in Financial Condition – Duty to Notify](#) may result in the Successful Respondent being assessed sanctions in the amount of one hundred dollars (\$100) per incident.

6.9.4 Failure to Comply with Disclosure Requirement

The failure of the Successful Respondent to comply with the disclosure requirement in **Attachment 1 – TWC Hotel Terms and Conditions** may result in the Successful Respondent being assessed sanctions in the amount of one hundred dollars (\$100) per incident.

6.9.5 Failure to Produce Records or Information

6.9.5.1 *As Part of Background Investigation*

The failure of the Successful Respondent to cooperate with and/or produce records or information as part of a background investigation may result in the Successful Respondent being assessed Remedies in the amount of one hundred dollars (\$100) per day for each day the records/information are

not produced, or answers are not provided.

6.9.5.2 *As Part of an Audit*

The failure of the Successful Respondent to cooperate with and/or produce records or information as part of an audit conducted pursuant to **Attachment 1 – TWC Hotel Terms and Conditions, Sections 16** may result in the Successful Respondent being assessed Remedies in the amount of one hundred dollars (\$100) per day for each day the records/information are not produced, or answers are not provided.

6.10 LIQUIDATED DAMAGES

6.10.1 General

It is agreed by TWC and the Successful Respondent that:

- a. If the Successful Respondent does not provide or perform the requirements referred to or listed in this Solicitation or fulfill the obligations of the Contract, damage to TWC will result;
- b. establishing the precise measure of damages in the event of default by the Successful Respondent may be (i) costly, (ii) time consuming, or (iii) difficult or impossible to calculate;
- c. the liquidated damage assessments contained herein represent a good faith effort to quantify the damages that could reasonably be anticipated at the time of execution of the Contract;
- d. the damages set forth herein are just and reasonable;
- e. nothing contained in this section shall be construed as relieving the Successful Respondent from performing all Contract requirements whether or not said requirements are set forth herein; and
- f. TWC may, therefore, in its sole discretion, deduct damages from the compensation otherwise due to the Successful Respondent. All assessments of damages shall be within the sole discretion of TWC.
- g. The Successful Respondent shall perform all services in accordance with the RFP requirements, provisions, terms, and conditions. This remedy is for failure to perform services according to a requirement, provision, term, or condition not covered by another remedy. Subject to the nature and extent of the non-compliance, TWC may assess a

ten percent (10%) remedy on each monthly invoice for all services until compliance is achieved.

- 1) Before this remedy can be applied, TWC must issue a written demand and provide the Successful Respondent a period of thirty (30) calendar days to achieve compliance in most circumstances. TWC, at its sole discretion, may reduce the time period depending on the criticality of the non-compliance.
- 2) TWC may apply one (1) or more of the remedies in response to non-compliance by the Successful Respondent.
- 3) In addition to the non-performance remedies above, TWC may elect to exercise its options to include any available remedy at law or in equity, up to and including termination of the Contract.

6.10.2 Liquidated Damages Assessment

Once TWC has determined that liquidated damages are to be assessed, TWC shall notify the Successful Respondent of the assessment(s). Upon receipt of written notice, the Successful Respondent will have ten (10) days to provide a written explanation of any justification that may be applicable to the liquidated damages being considered and a corrective action plan for bringing the operations within the standards specified. TWC has the right to amend the corrective action plan submitted by the Successful Respondent. In all cases, the corrective action plan must be approved by TWC in writing prior to implementation. The corrective action plan must be implemented by the Successful Respondent at no cost to and upon approval by the TWC Contract Manager. Liquidated damages will not be assessed during the specified cure period for the activity in question. If the breach is not cured or the Successful Respondent does not provide a written justification and/or approved corrective action plan, TWC will withhold liquidated damages from payments to the Successful Respondent, or, if no payments have been made, TWC will make demand of payment of liquidated damages. The Successful Respondent must make payment within thirty (30) days of TWC's demand. In the event the Successful Respondent fails to pay within the thirty (30) day period, TWC

may utilize the option to withhold any additional payments. Failure to pay assessed liquidated damages within the designated time frame may be deemed by TWC to be a breach of contract.

6.11 CHANGES IN OWNERSHIP

The Response must include a certification that the entity is not for sale or to become acquired by another business entity during the twelve (12) months following the Response Deadline.

During the term of the Contract or any extension or renewal thereof, the Successful Respondent shall notify TWC in writing of any substantial change in the ownership or control of the Successful Respondent as soon as possible, but no later than thirty (30) days prior to its occurrence.

6.12 SEVERABILITY

If any provision or portion of this Solicitation is illegal, void, or unenforceable, the other provisions will not be affected.

6.13 HISTORICAL COMPENSATION

Historical compensation under Contracts for similar goods or services and similar scope and size to this Solicitation has ranged from \$375,000 to \$500,000, per contract term. TWC reserves the right to adjust any projected amount based on funding during the term of a resulting Contract.

END OF SOLICITATION