



# Texas Department of Public Safety Purchase Order

Purchase Order Number  
  
**405-16-P008052**  
  
SHOW THIS NUMBER ON ALL  
PACKAGES, INVOICES AND  
SHIPPING DOCUMENTS.

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Vendor Number: 00023437  
Sig Sauer Inc  
  
72 Pease Blvd  
Newington, NH 03801-6801

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Texas Department of Public Safety  
Warehouse  
108 W Denson  
Austin, TX 78752  
US  
Email: eprocurementshipping@dps.texas.gov  
Phone: (512) 424-2000

State Sales Tax Exemption Certificate: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

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Texas Department of Public Safety  
Finance - Accounts Payable - MSC 0130  
PO Box 4087  
Austin, TX 78773-0130  
US  
Email: apinvoices@dps.texas.gov  
Phone: (512) 424-2060

Solicitation (Bid) No.: 405-16-B001668

Payment Terms: State of Texas Prompt Pay  
Shipping Terms: F.O.B., Destination  
Delivery Calendar Day(s) A.R.O.: 90

Item # 2  
Class-Item 680-52  
  
SIG Sauer P320 - 9mm Pistol per attached IFB Document

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
500.00	\$ 429.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 214,500.00

<u>LN/FY/Account Code</u> 2/16/16-24019-6445-1001- - -1300- - -	<u>Dollar Amount</u> \$ 214,500.00
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## Item # 1

This is a Proprietary purchase in accordance with the provisions of Texas Government Code, Title 10, Subtitle D, Chapter 2155, Subchapter B, Section 2155.067 entitled, Proprietary Purchases.

The Contractor represents and warrants that the Department is not prohibited from entering into this contract with the Contractor under Section 2261.252, Tex Government Code, adopted by SB20, 84th Legislature, Regular Session. If the Contractor(s) representation and warranty is incorrect and the Department was prohibited from entering into this contract with the Contractor under those provisions, this contract is void.

**Change Order:**

Change orders will be allowed only if unforeseen conditions arise such as, but not limited to, increasing or decreasing quantities or if the department needs dictate changes. All changes shall be in the scope of original work. No verbal change orders will be permitted. All change orders must be in writing with a Purchase Order Change Notice (POCN) issued by Procurement & Contract Services.

**E-Verify:**

U.S. Department of Homeland Security E-Verify System

By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security E-Verify system to determine the eligibility of

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons, including subcontractors, assigned by the Contractor to perform work pursuant to the Contract, within the United States of America.

The Contractor shall provide, upon request of TXDPS an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Contractor, and Contractor subcontractors, as proof that this provision is being followed.

If this certification is falsely made, the Contract may be immediately terminated, at the discretion of the state and at no fault to the state, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that the state must undertake to replace the terminated Contract.

The Respondent certifies that it has not employed and will not employ a former TXDPS or state officer who participated in a procurement or contract negotiation for TXDPS involving the Respondent within two (2) years after the state officer or employee left state agency employment or service.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

Per Sig Sauer, Inc. response to TXDPS Solicitation No. 405-16-B001668 and corresponding submittal received 5/16/16.

Only TXDPS Standard Terms & Conditions Rev. 4/16 apply to this order.

Standard manufacturing warranty applies to this order.

**Contract Monitor/Delivery contact:**

Name: Patrick Matuke

Tel: 512-424-5341

E-mail: Patrick.Matuke

**Vendor Contact:**

Name: Kirk Limke

Tel: 405-471-3733

E-mail: Kirk.limke@sigsauer.com

**Contract Administrator:**

Name: Bryan Williams

Tel: 512-424-5422

E-mail: Bryan.williams@dps.texas.gov

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 214,500.00

APPROVED

By: Bryan Williams, CTPM

Phone#: (512) 424-5422

BUYER



TEXAS DEPARTMENT OF PUBLIC SAFETY
INVITATION FOR BIDS (IFB)

IF NOT BIDDING
DO NOT RETURN THIS FORM.

Destination of Goods or Services
Texas Department of Public Safety
5805 N. Lamar Blvd.
Austin, Texas 78752

BID ISSUE DATE 5/03/2016
BID OPENING DATE 5/18/2016 @ 10:00am CT
OPEN MARKET BID 405-16-B001668

AUTHORIZED SIGNATURE DATE
By submitting this Bid, the Bidder agrees to comply with the Terms & Conditions of this Bid and certifies that if a Texas address is shown as the address of the Bidder, the Bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68).

FORMAL INVITATION FOR BIDS

INSTRUCTIONS FOR SUBMISSION OF BIDS:

Submit Bids to:

Texas Department of Public Safety
(TXDPS) eProcurement System
Bid #405-16-B001668

https://eprocure.dps.texas.gov/bsol/login.jsp

IN THE EVENT BIDDER CANNOT ACCESS THE EPROCUREMENT SYSTEM PLEASE SUBMIT SIGNED BID TO:

COMMODITIES.BRANCH@DPS.TEXAS.GOV

THIS IFB MAY BE CANCELLED AT ANY TIME

HAND CARRIED AND MAILED BIDS
MAY BE SUBMITTED TO:
5805 N. Lamar Blvd., Bldg. A
Austin, Texas 78752

\*\*\*\*\*NOTE\*\*\*\*\*

Bids received after the Bid opening date, will not be accepted.

VENDOR CONTACT INFORMATION

Company Name
Company Remit Payment to Address
City, State, and Zip Code
Printed Name of Representative
E-Mail Address
Phone Number:
Fax Number:

AN IDENTIFICATION NUMBER IS REQUIRED TO PROCESS PAYMENT FOR GOODS/SERVICES PURCHASED AGAINST CONTRACT AWARDS. THE FEDERAL EMPLOYERS IDENTIFICATION NUMBER (EIN) WILL BE USED TO ESTABLISH A PAYEE ID NUMBER:

PLEASE ENTER YOUR FEDERAL EIN: [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ] [ ]

Every Bidder SHALL have an EIN prior to receiving payment under an awarded contract. This requirement is necessary to minimize identity theft. For information on obtaining your EIN, you may call the IRS at 800-829-4933 or visit the following web site:

https://www.irs.gov/Businesses/Small-Businesses-&Self-Employed/Employer-ID-Numbers-EINs

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP: [ ]

PREFERENCES

See Section 2.27 and 2.28 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

- 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
Recycled motor oil and lubricants
Foods of Higher Nutritional Value
Texas Vegetation Native to the Region
Products of persons with mental or physical disabilities
Vendors that meet or exceed air quality standards
Products and services from economically depressed or blighted areas
Recycled or Reused Computer Equipment of Other Manufacturers
Products produced at facilities located on formerly contaminated property
USA produced supplies, materials or equipment
Rubberized asphalt paving material
Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
Energy Efficient Products

**NOTE TO RESPONDENT**

When responding to this solicitation Bidder shall respond with all information/documents pertaining to the award of the product and/or services to include: any exceptions to TXDPS's Terms and Conditions (TXDPS excludes any of the Bidder's exceptions to the terms and conditions and any additional terms and conditions provided by the Bidder in its Bid unless expressly agreed otherwise in the award, Statements of Work and/or any agreements. After the Bid opening date no additional document submissions will be allowed unless requested by TXDPS.

**Any information/documents/exceptions received after the Bid opening date will not be considered unless requested by TXDPS.**

**DESCRIPTION AND PRICING****PURCHASE OF THE FOLLOWING:**

This is a Proprietary purchase in accordance with the provisions of Texas Government Code, Title 10, Subtitle D, Chapter 2155, Subchapter B, Section 2155.067 entitled, "Proprietary Purchases."

The Texas Department of Public Safety (TXDPS) is soliciting for bids to award a Blanket Order Contract for Sig Sauer P320 9mm Pistols to one (1) Vendor.

If the Bidder does NOT submit through the eProcurement System, the documents included in this IFB shall be returned with the Bid. Please utilize the enclosed checklist to ensure the Bid response is complete.

If the Bidder is submitting through the eProcurement System, pages 1-2, 8, and 16 shall be uploaded in the Attachments Tab of eProcurement using the following link: <https://eprocure.dps.texas.gov/bsol/login.jsp>

**IN THE EVENT THE BIDDER CANNOT ACCESS THE EPROCUREMENT SYSTEM, PLEASE USE THE PRICING SHEET BELOW WHEN SUBMITTING YOUR BID.**

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Sig Sauer P320 9mm Pistols as described in Attachment B	500	EA		
2	Freight of new pistols from Vendor to TXDPS	1	EA		

May 11, 2016 4:00 p.m. Questions due via eProcurement or e-mailed to [Commodities.Branch@dps.texas.gov](mailto:Commodities.Branch@dps.texas.gov)

May 13, 2016 4:00 p.m. Responses to submitted Questions will be posted to eProcurement and/or to the Electronic State Business Daily (ESBD).

**Point of Contact:**

TXDPS Purchaser: Bryan Williams

Phone Number: (512) 424-5422

E-Mail: [Commodities.Branch@dps.texas.gov](mailto:Commodities.Branch@dps.texas.gov)

**SERVICE PERIOD WITH OPTIONS**

Applicable

Not Applicable



**INVITATION FOR BIDS**  
**Texas Department of Public Safety**  
**Continuation Page**

**BID OPENING DATE: 5/18/2016 @ 10:00am CT**  
**BIDDERS NAME**

TXDPS will use the best value factors listed below in determining the lowest overall cost for this solicitation listed below including but not limited to:

1. the purchase price;
2. installation costs;
3. life cycle costs;
4. the quality and reliability of goods and services;
5. delivery terms;
6. cost of any employee training associated with this particular purchase;
7. the effect of a purchase on agency productivity;
8. past vendor performance;
9. Bidder experience or demonstrated capability; and
10. other factors relevant to determining the best value for the state in the context of this particular purchase

Information obtained from the Texas Comptroller's Office Vendor Performance Tracking System may be used in evaluating bids to determine the best value for the state. Only those bids that are deemed to be in administrative compliance will be evaluated for responsiveness to the state's needs.



INVITATION FOR BIDS  
Texas Department of Public Safety  
Continuation Page

BID OPENING DATE: 5/18/2016 @ 10:00am CT  
BIDDERS NAME

DESCRIPTION (Continued)

1. **CHANGE ORDERS**

No verbal changes to these specifications are permitted. Any changes will be by written addendum. Change orders will be allowed only if unforeseen conditions arise or if TXDPS needs to dictate changes. No verbal change orders will be allowed, all change orders will be in writing by a purchase order change notice.

2. **IMMIGRATION**

The Vendor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verifications forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

3. **OFFER PREPARATION COSTS**

TXDPS will not be responsible or liable for any costs incurred by any Bidder in the preparation and submission of its Bid or for other costs incurred by participating in this solicitation process.

4. **ORDER OF PRECEDENCE**

In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority. This Agreement is composed of the following documents:

- 4.01. Purchase Order/Contract, including all amendments/change orders and attachments;
- 4.02. This IFB Including all Amendments;
- 4.03. The Vendor's Bid Response.

5. **POSTINGS**

It is the Bidder's responsibility to check the Electronic State Business Daily (ESBD) for any additional documents that have been added after the initial posting date. The Bidder's failure to periodically check the ESBD will in no way release the selected Bidder from "addenda or additional information" resulting in additional costs to meet the requirements of the IFB.

6. **BACKGROUND CHECK**       Applicable       Not Applicable

Work on this project is being performed in secure State of Texas facilities. All contract work crews are subject to Background checks prior to allowing access to these facilities. This includes all workers associated with the project or their respective sub-contractors.

Documents will be provided to the primary contractor for distribution to their affected personnel or subcontractors (post bid and prior to commencement of the work). Personnel information must be provided upon request from each person working on this site. Fingerprinting may be included as part of that background check and a location shall be identified to the Vendor for compliance. Incomplete forms will be returned and only approved personnel shall be allowed on the site.



INVITATION FOR BIDS  
Texas Department of Public Safety  
Continuation Page

BID OPENING DATE: 5/18/2016 @ 10:00am CT  
BIDDERS NAME

DESCRIPTION (Continued)

The Vendor, to include all staff working on awarded project shall have thirty (30) calendar days from the date of award to get fingerprints taken, paperwork submitted and personnel approved. In case of background check failure of personnel, the Vendor shall have five (5) business days from announcement of failure to re-submit completed fingerprint and forms to the Project Manager for replacement personnel.

If all background checks have not been completed in the thirty (30) calendar days, the purchase order will be cancelled and will be awarded to next qualified Bidder listed on the bid tabulation. The above procedures and stipulations will apply to any subsequent Bidders that are awarded the project. TXDPS is a Police organization and will make every effort to enforce applicable State of Texas, Federal and International laws. Persons with outstanding warrants shall be subject to immediate arrest. Persons with criminal histories may not be allowed unescorted in secure TXDPS facilities. Nondisclosure statements may also be required when working on or within certain TXDPS locations.

7. **BONDS**  Applicable  Not Applicable

Bonds will be required from the successful Bidder before commencing any work as follows:

7.01. For a contract in excess of \$100,000.00 a performance bond shall be executed in the amount of the contract conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall be solely for the protection of the state.

7.02. For a contract in excess of \$25,000.00 a payment bond shall be executed in the amount of the contract, solely for the protection of all claimants supplying labor and material.

7.03. Any bids submitted shall include the cost of any applicable bond. Costs shall be included in the base bid and shall not be itemized separately.

If a bond is required, the successful Bidder will be notified by mail. The bond must be received by TXDPS within ten calendar days and must reference the IFB number. A purchase order will not be issued until the bond is received and no work shall begin until the Bidder is notified.

8. **HUB SUBCONTRACTING PLAN (HSP)**  Applicable  Not Applicable

In accordance with Texas Government Code [§ 2161.252](#), a Bid that does not contain an HSP is non-responsive and will be rejected without further evaluation. In addition, if TXDPS determines that the HSP was not developed in good faith, it will reject the Bid for failing to comply with material IFB specifications in accordance with Gov't Code §2161.253 (c).

9. **INSURANCE**  Applicable  Bidders may be Required to Present Proof of Insurance.

See Terms and Conditions for all insurance requirements

10. **INSURANCE: PROFESSIONAL LIABILITY**  Applicable  Not Applicable

If the Vendor is a licensed or certified person who renders professional services, then **Professional Liability** (including Errors and Omissions) including coverage for the rendering of, or failure to render, professional services with minimum limits of \$1,000,000 per occurrence, \$2,000,000 annual aggregate. **NOTE:** If the insurance described above is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than twenty-four (24) months following completion of the contract and acceptance by TXDPS. Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract.



INVITATION FOR BIDS  
Texas Department of Public Safety  
Continuation Page

BID OPENING DATE: 5/18/2016 @ 10:00am CT  
BIDDERS NAME

DESCRIPTION (Continued)

11. **SERVICE CALL RESPONSE TIME**

Applicable

Not Applicable

Response time will vary dependent upon the complexity and/or location of the service. After receiving a call for service, the Vendor shall have a technician on-site within the specified time requirements for the following types of service calls:

11.01. **SERVICE CALL DURING REGULAR WORK HOURS (8:00 a.m. to 5:00 p.m.):** Within N/A hour(s) of notification.

11.02. **SERVICE CALLS OUTSIDE REGULAR HOURS:** Within N/A hour of notification

11.03. **EMERGENCY SERVICE DURING REGULAR WORK HOUR (8:00 a.m. to 5:00 p.m.):** Response time to emergency call-backs during regular business hours shall be within N/A hours. TXDPS will identify emergency calls at time of notification.

11.04. **EMERGENCY CALLS OUTSIDE REGULAR HOURS:** Within N/A hour(s) of notification.

An emergency call will be identified as any conditions that can potentially impact the health, safety and welfare of TXDPS' employees and the public. TXDPS will identify emergency calls at time of notification

12. **WARRANTY CALL RESPONSE TIME**

Applicable

Not Applicable

TXDPS requires the Vendor to respond to any warranty call concerning this project within a 48 hour time period. For any warranty call issued, the Vendor shall have a qualified technician onsite within 72 hours of being notified that a warranty issue exists.

13. **RETAINAGE**

Applicable

Not Applicable

TXDPS reserves the right to withhold 10% retainage from final payment until all work is accepted by TXDPS and warranty or equipment operation and maintenance documents are in hand (if applicable). This includes required original Vendor provided installation letters on their letterhead, applicable material manufacturer industry standard warranties, any equipment operation and maintenance manuals, or other project inclusive documentation for the respective trades associated with this project.

14. **WAGE RATES**

Applicable

Not Applicable

TXDPS is the contracting agency for this state-funded project. The following statute requires any contracting agency to specify the generally prevailing rate of wages in contracts that are bid.

14.01 Gov't Code § 2258. Prevailing wage rates pursuant to the requirements of this statute. TXDPS has ascertained the attached rates located in Exhibit F, are paid to various classifications of workers in the locality of this project.

14.02 The hourly rate for legal holiday and overtime work shall be not less than 1½times the base hourly rate.

A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. The Gov't Code § 2258 prevailing wage rate can be viewed at the following: <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2258.htm>

15. **UNIFORM GENERAL CONDITIONS for CONSTRUCTION PROJECTS:**

Applicable

Not Applicable

This Contract will be governed by the Uniform General Conditions (UGC). UGC may be viewed at

[http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/07C%20-%20UGC\\_2010.pdf](http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/07C%20-%20UGC_2010.pdf)

**DESCRIPTION (Continued)**

- 16. REFERENCES:**       Applicable                       Not Applicable

All Bidders shall submit three (3) past or current projects of similar size and complexity within the past five (5) years to include the following information as identified on Attachment C, Verification of Experience Form shall be returned with the Bid.

1. Bidder Name:
2. Company Information
3. Project name, location, and description
4. Start and Completion Dates

- 17. CORRECTIVE ACTION PLAN:**                       Applicable                       Not Applicable

If TXDPS discovers issues of unsatisfactory performance as set forth in this Contract, TXDPS shall request a "Corrective Action Plan" from the Vendor. Upon request from the TXDPS Project Manager or his/her designated representative, the Vendor shall deliver a Corrective Action Plan within ten (10) business days that will then be reviewed for acceptance by the TXDPS Contract Administrator. The Corrective Action Plan will address and correct all unsatisfactory performance within thirty (30) days of the implementation. Failure to correct the unsatisfactory performance within the allotted time shall be grounds for termination.

- 18. U.S. DEPARTMENT OF HOMELAND SECURITY E-VERIFY SYSTEM:**

By entering into this Contract, the Vendor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security E-Verify system to determine the eligibility of

1. All persons employed to perform duties within Texas, during the term of the Contract; and
2. All persons, including subcontractors, assigned by the Vendor to perform work pursuant to the Contract within the United States of America.

The Vendor shall provide, upon request of TXDPS an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-verify case verification number for attachment to the Form I-9 for the three most recent hires that match the criteria above, by the Vendor, and Vendor subcontractors, as proof that this provision is being followed. If this certification is falsely made, the Contract may be immediately terminated, at the discretion of TXDPS and at no fault to TXDPS, with no prior notification. The Vendor shall also be responsible for the costs of any re-solicitation that TXDPS must undertake to replace the terminated Contract.

- 19. NOTICE-UNDER GOV'T CODE § 2261.252**

Pursuant to Gov't Code § 2261.252 TXDPS may not enter into a contract for the purchase of goods or services with a private vendor if members of the Public Safety Commission or certain positions within the agency including the Executive Director, the General Counsel or the Procurement Director or their covered family members have a financial interest in the vendor. Any contract found to violate Gov't Code §2261.252 is void.

- 20. CERTIFICATION CONCERNING RESTRICTED EMPLOYMENT FOR FORMER STATE OFFICERS OR EMPLOYEES UNDER TEXAS GOV'T CODE §572.069**

Bidder certifies that it has not employed and will not employ a former TXDPS or state officer who participated in a procurement or contract negotiation for TXDP] involving Bidder within two years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

**21. BIDDER AFFIRMATIONS**

**21.1** Pursuant to §231.006(d), Texas Family Code, regarding child support, the Bidder certifies that the individual or business entity named in this Bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any Bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the Bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

**21.2.** Pursuant to §669.003, Gov't Code, TXDPS may not enter into a contract with a person who employs a current or former executive head of any state agency until four years has passed since that person was the executive head of the state agency. By submitting a Bid, the Bidder certifies that it does not employ any person who was the executive head of any state agency in the past four years. If Bidder does employ a person who was the executive head of a state agency, provide the following information:

Name of Former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of Separation from State Agency: \_\_\_\_\_

Position with Bidder: \_\_\_\_\_

Date of Employment with Bidder: \_\_\_\_\_

TEXAS DEPARTMENT OF PUBLIC SAFETY  
STANDARD TERMS AND CONDITIONS

**STANDARD TERMS AND CONDITIONS:**  
**ITEMS BELOW APPLY TO AND BECOME PART OF PURCHASE ORDER.**

**1. BIDDING REQUIREMENTS:**

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.3 Bids must be time stamped at Texas Department of Public Safety on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered.
- 1.5 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for TXDPS acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.8 Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the TXDPS based on an acceptable written reason.
- 1.9 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10 **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 1.11 Consistent and continued tie bidding could cause rejection of bids by the TXDPS and/or investigation for antitrust violations.
- 1.12 Inquiries pertaining to this solicitation must include the requisition number, class/item codes, and opening date.

**2. SPECIFICATION:**

- 2.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 2.2 Unless otherwise specified, items shall be new and unused and of current production.
- 2.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at bidder's expense. Each sample should be marked with bidder's name and address, and requisition number. Do not enclose in or attach bid to sample.
- 2.5 The State will not be bound by any oral statement or representation contrary to the written specifications of this Solicitation.
- 2.6 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.

**3. TIE BIDS:**

Awards will be made in accordance with 34 TAC Rules 20.36(b)(3) and 20.38 (Preferences).

**4. DELIVERY:**

- 4.1 Show number of days required to place material in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates bidder to deliver in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
- 4.2 If delay is foreseen, bidder shall give written notice to the TXDPS and the ordering agency. Bidder must keep the TXDPS and ordering agency advised at all times of status of order.
- 4.3 Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TXDPS to purchase the goods or services of this solicitation elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
- 4.4 No substitutions permitted without written approval of TXDPS.
- 4.5 Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering agency.

**5. INSPECTION AND TESTS:**

All goods will be subject to inspection and test by the State. Authorized TXDPS personnel shall have access to supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. All costs shall be borne by the bidder in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods delivered and rejected in whole or in part may, at the State's option, be returned to the bidder or held for disposition at bidder's expense. Latent defects may result in revocation of acceptance.

**6. AWARD OF CONTRACT:**

A response to this solicitation is an offer to contract based upon the terms, conditions, and specifications contained herein. Bids do not become contracts until they are accepted through an open market purchase order. The contract shall be governed, construed, and interpreted under the laws of the State of Texas. The factors listed in §§2155.074, 2155.144, 2156.007, and 2157.003, Gov't Code, shall also be considered in making an award when specified. Any legal actions must be filed in Travis County, Texas.

**7. PAYMENT:**

Bidder shall submit 2 copies of an itemized invoice showing State order number and agency requisition number on all copies. The State will incur no penalty for late payment if payment is made in 30 or fewer days from receipt of goods or services and an uncontested invoice. Payment shall be made in accordance with Chapter 2251, Gov't Code.

**8. PATENTS, TRADEMARKS, OR COPYRIGHTS:**

Bidder agrees to defend and indemnify the TXDPS and State from claims involving infringement or violation of patents, trademarks, copyrights, trade secrets, or other proprietary rights, arising out of the TXDPS's or the State's use of any good or service provided by the bidder as a result of this solicitation.

**9. BIDDER ASSIGNMENTS:**

Bidder hereby assigns to the TXDPS any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. §1, *et seq.*, and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code §15.01, *et seq.*

**10. BIDDER AFFIRMATIONS:**

Signing this bid with a false statement is a material breach of contract and shall void the submitted bid and any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

- 10.1. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 10.2. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.3. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

Name:	Social Security Number:
Name:	Social Security Number:
Name:	Social Security Number:

- 10.4. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this solicitation is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
- 10.5. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this solicitation shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by TXDPS under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.
- 10.6. Pursuant to §669.003, Gov't Code, TXDPS may not enter into a contract with a person who employs a current or former executive head of any state agency until four years has passed since that person was the executive head of the state agency. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of any state agency in the past four years. If bidder does employ a person who was the executive head of a state agency, provide the following information:  
 Name of Former Executive:  
  
 Name of State Agency:  
  
 Date of Separation from State Agency:  
  
 Position with Bidder:  
  
 Date of Employment with Bidder:
- 10.7. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.8. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>
- 10.9. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts 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 §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this solicitation may be terminated and payment withheld if this certification is inaccurate.
- 10.10. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this solicitation are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10.11. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TXDPS under the solicitation and any resulting contract, if any, and that bidder's provision of the requested items under the solicitation and any resulting contract, if any, would not reasonably create an appearance of impropriety.

**11. NOTE TO BIDDER:**

If bidder takes any exceptions to any provisions of the solicitation, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the solicitation and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire solicitation. If any bidder takes a 'blanket exception' to the entire solicitation or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.

**12. PROTEST PROCEDURES:**

Any actual or prospective bidder who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in TXDPS's rules at 37 TAC Rule 1.231.

**13. DISPUTE RESOLUTION:**

The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the bidder to attempt to resolve any dispute arising under any contract resulting from this solicitation.

**14. NON-APPROPRIATION OF FUNDS:**

Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to TXDPS, either in whole or in part, subject to the availability of state funds. TXDPS is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TXDPS becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TXDPS's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TXDPS will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TXDPS will not be required to give prior notice.

**15. TEXAS PUBLIC INFORMATION ACT:**

Notwithstanding any provisions of this solicitation to the contrary, bidder understands that TXDPS will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TXDPS any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this SOLICITATION. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.

**16. CONFLICT OF INTEREST:**

Under §2155.003, Gov't Code, a TXDPS employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TXDPS or purchasers of other state agencies.

**17. FORCE MAJEURE:**

Neither bidder nor TXDPS shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this solicitation caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

**18. INDEPENDENT CONTRACTOR:**

Bidder is and shall remain an independent contractor in relationship to the TXDPS. The TXDPS shall not be responsible for withholding taxes from payments made under any contract resulting from this SOLICITATION. Bidder shall have no claim against the TXDPS for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

**19. INDEMNIFICATION:**

Bidder shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and TXDPS, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of bidder or any agent, employee, subcontractor, or supplier of bidder in the execution or performance of any contract with bidder resulting from this SOLICITATION. Bidder shall coordinate its defense with the Texas Attorney General as requested by TXDPS. This section is not intended to and shall not be construed to require bidder to indemnify or hold harmless the State or TXDPS for any claims or liabilities resulting from the negligent acts or omissions of TXDPS or its employees.

**20. RIGHT TO AUDIT:**

In addition to and without limitation on the other audit provisions of this SOLICITATION, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This SOLICITATION or any contract resulting from this SOLICITATION may be amended unilaterally by TXDPS to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.

**21. TEXAS PUBLIC SAFETY COMMISSION STATEMENT:**

The following Texas Department of Public Safety ("Department") contracts and commitments shall be submitted to the Texas Public Safety Commission or the Commission's designee ("Commission") for review prior to execution, pursuant to Sections 411.003 and 411.004 of the Texas Government Code:

21.1 Any contract or commitment in which the total amount of agency funds involved including potential renewal options is one million dollars and 00/100 (\$1,000,000.00) or more.

21.2 Any change order, individually or in combination with other change orders, that increases the original contract or commitment by fifty percent (50%) or more, as long as the dollar amount of the change order(s) is one hundred thousand dollars and 00/100 (\$100,000.00) or more. For purposes of this section, exercise of a renewal option is not considered a change order.

21.3 Any change order, individually or in combination with other change orders, that increases the original contract or commitment by five hundred thousand dollars and 00/100 (\$500,000.00) or more. For purposes of this section, exercise of a renewal option is not considered a change order.

Any work performed prior to the following is performed at the Contractor's sole risk if the contract or commitment is required to be submitted to the Commission according to the policy listed in the sentence immediately above: 1) the Department's submission of such contract or commitment to the Commission; and 2) the Department's compliance with any Commission directive regarding such contract or commitment, prior to the Department's execution of the contract or commitment.

**22. NEWS RELEASES, ADVERTISEMENTS AND PUBLICITY:**

Bidder must not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this contract, without the express, prior written approval of TXDPS, and then only in accordance with explicit written instructions from TXDPS. Bidder must not use the name of the State of Texas or TXDPS in any advertisement, promotion or otherwise for any purpose regarding this contract without the express prior written consent of TXDPS. TXDPS is not authorized to provide endorsements.

**23. REDACTED DOCUMENTS**

Awarded Vendor is required to include electronically, a redacted copy of the Awarded Vendor's proposal with specified private information removed, plus an overview of the nature of the information removed.

**24. CRIMINAL HISTORY BACKGROUND**

Performing Agency must have its project personnel submit to a TXDPS fingerprint-based criminal history background investigation, if required by TXDPS. To facilitate this criminal history background investigation, each person must be required to complete the TXDPS Vendor Background Information form (HQ-22), which will be provided by TXDPS. Performing Agency is not responsible for any costs associated with obtaining any fingerprints for the criminal history background investigation. If TXDPS requires a fingerprint-based criminal history background investigation, Performing Agency must not allow personnel to work on the project who have not successfully completed a TXDPS fingerprint-based criminal history background investigation and who do not otherwise maintain a TXDPS security clearance. In addition, TXDPS has the right to prevent the Performing Agency's personnel from gaining access to the TXDPS building(s) and computer systems if TXDPS determines that such personnel do not pass the background check or fail to otherwise maintain a TXDPS security clearance.

**25. ACCESSIBILITY**

ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS, As Required by 1 TAC Chapter 213 (Applicable to State Agency and Institution of Higher Education Purchases Only)

1) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.

2) Respondent shall provide TXDPS with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Respondents not listed with the "Buy Accessible Wizard" or supplying a URL to the VPAT must provide TXDPS with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

**26. STATUTORY REPORTING REQUIREMENTS**

Pursuant to Government Code 322.020 state agencies must report certain major contracts and their contents to the Legislative Budget Board (LBB). The LBB posts major contracts and their contents onto a public database. Submission of contract materials, regardless of confidentiality indications in the contract materials, will be considered the Contractor's recognition of the stated statute and the Contractor's consent to the Department's submission to LBB for publication.

**27. ABANDONMENT OR DEFAULT:**

If the contractor defaults on the contract, TXDPS reserves the right to cancel the contract without notice and either re-solicit or re-award the contract to the next best responsive and responsible respondent. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the agency based on the seriousness of the default.

**28. ASSIGNMENT:**

Without the prior written consent of TXDPS Contractor may not assign this Contract, in whole or in part, and may not assign any right or duty required under it.

**29. DRUG FREE WORKPLACE POLICY:**

The contractor shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701 ET SEQ.) and maintain a drug-free work environment; and the final rule, government-wide requirements for drug-free work place (grants), issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 280, Subpart F) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the contractor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

**30. NOTICE:**

Any written notices required under this Contract will be by either hand delivery to Contractor's office address specified on Page 1 of this Contract or by U.S. Mail, certified, return receipt requested, to TXDPS, 5805 N. Lamar Blvd., Austin, Texas 78752. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

**31. TERMS AND CONDITIONS:** Any terms and conditions attached to a bid response will not be considered unless specifically referred to on this solicitation and may result in disqualification

## ATTACHMENTS

List of Attachments	Description	
Attachment A	Checklist.....	15
Attachment B	Specifications.....	17
Attachment C	HUB Subcontracting Plan.....	21

# ATTACHMENT A

## CHECKLIST

## Checklist

A complete Bid response will consist of the items identified below.

Bidder shall complete this Checklist to confirm the items in its Bid. Place a check next to each item that Bidder is submitting to TXDPS. This Checklist shall be returned with the Bid response.

### Document Name/Description

- Checklist
  
- If NOT submitting through eProcurement System, documents included in this IFB shall be returned with the Bid. Please utilize the Checklist to ensure the Bid is complete. (Page 1 of IFB must be signed)
  
- If submitting through eProcurement System, Bidder Affirmations, Section 21.1 and 21.2, and HUB Subcontracting Plan shall be uploaded to the Attachments Tab of eProcurement using the following link: <https://eprocare.dps.texas.gov/bsa/login.jsp>
  
- If not submitting through eProcurement System, Bidder Affirmations, Sections 21.1 and 21.2 of this IFB shall be completed and returned with the Bid. -DO NOT LEAVE THESE QUESTIONS BLANK or use N/A. If these sections are not applicable to your company, use the following language:
  - a) Paragraph 21.1 "No owners with at least 25%"
  - b) Paragraph 21.2 "Do not employ a former executive head of any agency")
  
- HUB Subcontracting Plan completed and attached.

ATTACHMENT B  
SPECIFICATIONS

## **A. GENERAL INFORMATION**

This is a Proprietary purchase in accordance with the provisions of Texas Government Code, Title 10, Subtitle D, Chapter 2155, Subchapter B, Section 2155.067 entitled, "Proprietary Purchases."

It is the intent of these specifications to describe the minimum requirements for Sig Sauer P320 Pistols and the individual line items outlined in this document.

Manufacturers are encouraged to use recycled plastics and materials in the manufacture and packaging of their products in order to conserve natural resources, energy and landfill space.

Bidder will engrave weapons with assigned TXDPS inventory numbers. Inventory numbers will be provided to the awarded vendor upon issuance of purchase order. Unit prices should include engraving requirement.

### **Line 1: Sig Sauer P320 Full Size Handgun**

#### **Brand/Product No.: Sig Sauer P320 Full Size 9mm Handgun**

- a. Caliber: 9x19 Parabellum / 9mm Luger
- b. Action: striker fire double action only (DAO)
- c. Trigger pull: double action 5.5 – 7.5 LBS
- d. Length: eight (8) inches
- e. Width: 1.4 inches
- f. Height: 5.5 inches
- g. Barrel Length: 4.7 inches
- h. Sight radius: 6.6 inches
- i. Weight with empty magazine: 29.4 ounces
- j. Magazine capacity: 17 rounds
- k. Sights: SIGLITE night sights #6
- l. Grip: interchangeable polymer
- m. Slide finish: Nitron
- n. Pistol to be engraved as per TXDPS engraving specifications
- o. Bottom mounted accessory rail (Picatinny rail)
- p. Forward facing slide catch
- q. Beveled take-down lever
- r. Three (3) magazines to accompany firearm with delivery
- s. Medium grip to be mounted on firearm with delivery
- t. Pistol to be delivered in reusable polymer or structural foam case with protective foam inserts

**\*\*Vendor to provide one (1) year minimum parts and labor warranty from date of customer receipt. Parts and labor warranty in addition to Manufacture warranty to be included in submittal.**

## ENGRAVING SPECIFICATIONS

Sig Sauer P320 will be engraved as follows:

1. Division Name: "TEXAS HIGHWAY PATROL" on the left slide side of the unit as shown below.



2. TXDPS LOGO engraving: Top slide face of the unit as shown below.



**Engraving requirements:**

- a. All pistols to be engraved with serial numbers on the right side of the trigger housing unless otherwise indicated
- b. Pistols to be engraved as displayed below:
  1. Line 1: TXDPS – xxxxxxxx – 8 characters
  2. “x” above indicates the serial numbers that will be provided by vendor after award
- c. “TEXAS HIGHWAY PATROL” to be engraved on left slide face
- d. THP patch to be engraved on top slide face, artwork will be provided to awarded vendor upon purchase order issuance
- e. Pistol unit cost to include engraving options
- f. Respondent shall acknowledge on response package that engraving will be provided and is included in the cost of each pistol

**ATTACHMENT C**

**HUB SUBCONTRACTING PLAN (HSP)**

## 1.0 HISTORICALLY UNDERUTILIZED BUSINESS PARTICIPATION REQUIREMENTS:

In accordance with Texas Gov't Code §2161.252, each state agency that considers entering into a contract with an expected value of \$100,000 or more over the life of the contract (including any renewals) shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under this contract.

### 1.1 Required HUB Subcontracting Plan

The Department is committed to promoting full and equal business opportunities for Historically Underutilized Businesses (HUBs) state contracting by directly contracting with HUBs or indirectly through subcontracting opportunities. The Department has determined that subcontracting opportunities are probable for this solicitation. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit a HUB Subcontracting Plan (HSP) with their response to the bid solicitation.

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

### 1.2 CPA Centralized Master Bidder's List

Respondents may search for HUB subcontractors in the CPA's Centralized Master Bidders List (CMBL) HUB Directory, which is located on the CPA's website at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>.

**NIGP Class/Item Code: 640-25 BOXES, PACKAGING, 962-64 SHRINK WRAPPING AND PACKAGING SERVICES, 962-86 FREIGHT, 966-28 STATIONERY ENGRAVED AND EMBOSSED (PRINTING)**

### 1.3 Minority & Women Organization

Respondents subcontracting must provide written notification of the subcontracting opportunity you listed in SECTION B-1 to two (2) or more trade organizations or development centers in Texas. A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>.

### 1.4 Post-award HSP Requirements

The HSP shall be reviewed and evaluated prior to contract award and, if accepted, the finalized HSP will become part of the contract with the successful respondent(s).

After contract award, the Department may coordinate a post-award meeting with the successful respondent to discuss HSP reporting requirements. The contractor must maintain business records documenting compliance with the HSP, and must submit monthly subcontract reports to the Department at [dpshub@dps.texas.gov](mailto:dpshub@dps.texas.gov) by completing the HUB "[Prime Contractor Progress Assessment Report](#)." This monthly report is required by the 5<sup>th</sup> day of each month as a condition for payment to report to the agency the identity and the amount paid to prime and all subcontractors.



# HUB Subcontracting Plan (HSP) QUICK CHECKLIST

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

➤ **If you will be awarding all of the subcontracting work you have to offer under the contract to only Texas certified HUB vendors, complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors.

Section 2 c. - Yes

Section 4 - Affirmation

GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years meets or exceeds the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.

Section 2 c. - No

Section 2 d. - Yes

Section 4 - Affirmation

GFE Method A (Attachment A) - Complete an Attachment A for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will be subcontracting any portion of the contract to Texas certified HUB vendors and Non-HUB vendors or only to Non-HUB vendors, and the aggregate percentage of all the subcontracting work you will be awarding to the Texas certified HUB vendors with which you do not have a continuous contract\* in place for more than five (5) years does not meet or exceed the HUB Goal the contracting agency identified in the "Agency Special Instructions/Additional Requirements", complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - Yes, I will be subcontracting portions of the contract.

Section 2 b. - List all the portions of work you will subcontract, and indicate the percentage of the contract you expect to award to Texas certified HUB vendors and Non-HUB vendors.

Section 2 c. - No

Section 2 d. - No

Section 4 - Affirmation

GFE Method B (Attachment B) - Complete an Attachment B for each of the subcontracting opportunities you listed in Section 2 b.

➤ **If you will not be subcontracting any portion of the contract and will be fulfilling the entire contract with your own resources (i.e., employees, supplies, materials and/or equipment, including transportation and delivery), complete:**

Section 1 - Respondent and Requisition Information

Section 2 a. - No, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources.

Section 3 - Self Performing Justification

Section 4 - Affirmation

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



# HUB Subcontracting Plan (HSP)

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

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

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

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

**- - Agency Special Instructions/Additional Requirements - -**

*In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only the aggregate percentage of the contracts expected to be subcontracted to HUBs with which the respondent **does not** have a **continuous contract\*** in place for **more than five (5) years** shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.*

**SECTION 1 RESPONDENT AND REQUISITION INFORMATION**

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

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION 2: RESPONDENT'S SUBCONTRACTING INTENTIONS**

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, **including contracted staffing, goods, services, transportation and delivery will be subcontracted**. Note: In accordance with 34 TAC §20.11, a "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

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

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

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

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

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.)

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

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

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

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

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

Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

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

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

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

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

Enter your company's name here: _____	Requisition #: _____
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**SECTION 3 SELF PERFORMING JUSTIFICATION** (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

If you responded "No" to SECTION 2, Item a, in the space provided below **explain how** your company will perform the entire contract with its own employees, supplies, materials and/or equipment, to include transportation and delivery.

**SECTION 4: AFFIRMATION**

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

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

Signature	Printed Name	Title	Date <small>(mm/dd/yyyy)</small>
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**Reminder:**

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



# HSP Good Faith Effort - Method B (Attachment B)

Rev. 09/15

Enter your company's name here: _____	Requisition #: _____
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**IMPORTANT:** If you responded “No” to **SECTION 2, Items c and d** of the completed HSP form, you must submit a completed “HSP Good Faith Effort - Method B (Attachment B)” for **each** of the subcontracting opportunities you listed in **SECTION 2, Item b** of the completed HSP form. You may photo-copy this page or download the form at <http://window.state.tx.us/procurement/prog/hub/hub-forms/hub-sbcont-plan-gfe-achm-b.pdf>.

**SECTION B-1: SUBCONTRACTING OPPORTUNITY**

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

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

**SECTION B 2: MENTOR PROTÉGÉ PROGRAM**

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

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

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

**SECTION B 3: NOTIFICATION OF SUBCONTRACTING OPPORTUNITY**

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

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

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

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

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

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

Trade Organizations or Development Centers	Date Notice Sent <small>(mm/dd/yyyy)</small>	Was the Notice Accepted?
		- Yes      - No
		- Yes      - No

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

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Enter your company's name here: \_\_\_\_\_ Requisition #: \_\_\_\_\_

**SECTION B-4: SUBCONTRACTOR SELECTION**

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

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

Item Number: \_\_\_\_\_ Description: \_\_\_\_\_

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

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

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

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

