



Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P008149

SHOW THIS NUMBER ON ALL
PACKAGES, INVOICES AND
SHIPPING DOCUMENTS.

V
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Vendor Number: 00018144
1742919890000 | CEDA-TEX SVCS INC

500 BRUSHY CREEK RD STE 306
USA
CEDAR PARK, TX 78613-3159

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Texas Department of Public Safety
Administration Division
5805 North Lamar Blvd
Austin, TX 78752-4431
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-B001780

Payment Terms: State of Texas Prompt Pay
Shipping Terms: F.O.B., Destination
Delivery Calendar Day(s) A.R.O.: 0

Item # 1
Class-Item 910-65

HQ Bldg A Room 240 Demo and Construction. See attached Scope of Work, Specifications, and Drawings for more information.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 63,450.60	JOB	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 63,450.60

<u>LN/FY/Account Code</u> 1/16/16-30011-6247-1001- - -1000- - -	<u>Dollar Amount</u> \$ 63,450.60
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Item # 2

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.

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.

Installation location requires controlled access. Contractors and sub contractors will be required to submit to a Criminal History Background Check. Vendors will be required to meet the terms and conditions in section Criminal History Background Checks in the attached Texas Department of Public Safety Technology Terms and Conditions, dated 10/2014.

Notice Under Government Code 2261.252

Pursuant to Government Code 2261.252 the Department 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 Government Code 2261.252 is void.

Certification Concerning Restricted Employment for Former State Officers or Employees under Texas Government Code 572.069

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.

Item # 3

Documents and instructions for this Purchase Order include:

1. Purchase Order 405-16-P008149
2. TXDPS Terms and Conditions and Additional Requirements incorporated in the IFB Package
3. Statement of Work and Specifications incorporated in the IFB Package
4. Invitation for Bid (IFB) Package - 405-16-B001780
5. Ceda-Tex Services, Inc. bid response as submitted to TXDPS
6. Ceda-Tex Services, Inc. to reference PO Number 405-16-P008149 on all documentation
7. Invoices must include: Business name, remittance address, month of services and PO 405-16-P008149
8. Invoices to be submitted via e-mail to: APInvoices@dps.texas.gov

Ceda-Tex Services, Inc. shall coordinate project with AnnMarie Davis (Contract Monitor) to complete job within 30 business days from date of award unless approval from Contract Monitor is given to extend the expected date of completion.

Item # 4

TXDPS Contract Monitor
Name: AnnMarie Davis
Phone: (512) 424-2167
Email: AnnMarie.Davis@dps.texas.gov

TXDPS Purchaser
Name: Bernardo Navarro
Phone: (512) 486-6468
Email: Bernardo.Navarro@dps.texas.gov

Vendor: CEDA-TEX SVCS, Inc.
Name: Fred Odanga
Phone: (512) 339-0155
Email: contact@cedatex.com

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 63,450.60

APPROVED

By: Bernardo Navarro, PMP, CTCM
Phone#: (512) 486-6468

BUYER



TEXAS DEPARTMENT OF PUBLIC SAFETY
INVITATION FOR BIDS (IFB)
 HQ Bldg A Room 240 Demo & Construction

**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 ▶ 5/4/2016
BID OPENING DATE ▶ 5/18/2016 @ 5:00 pm
CENTRAL TIME
OPEN MARKET BID ▶ 405-16-B001780

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-B001780

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

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

SERVICES.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>

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

- | | |
|--|--|
| <ul style="list-style-type: none"> <input type="checkbox"/> Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran <input type="checkbox"/> Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran <input type="checkbox"/> Agricultural products grown in Texas <input type="checkbox"/> Agricultural products offered by a Texas bidder <input type="checkbox"/> Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran <input type="checkbox"/> Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran <input type="checkbox"/> Recycled motor oil and lubricants <input type="checkbox"/> Foods of Higher Nutritional Value | <ul style="list-style-type: none"> <input type="checkbox"/> Texas Vegetation Native to the Region <input type="checkbox"/> Products of persons with mental or physical disabilities <input type="checkbox"/> Vendors that meet or exceed air quality standards <input type="checkbox"/> Products and services from economically depressed or blighted areas <input type="checkbox"/> Recycled or Reused Computer Equipment of Other Manufacturers <input type="checkbox"/> Products produced at facilities located on formerly contaminated property <input type="checkbox"/> USA produced supplies, materials or equipment <input type="checkbox"/> Rubberized asphalt paving material <input type="checkbox"/> Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel <input type="checkbox"/> 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:

The Texas Department of Public Safety (TXDPS) solicits bids for the demolition and construction of offices on the basement level of Building A, IT area, at TXDPS Headquarters.

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, 28, and 68 shall be uploaded in the Attachments Tab of eProcurement using the following link: <https://eprocure.dps.texas.gov/bsa/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	HQ Bldg A Room 240 Demo & Construction	1	JOB	\$	\$

May 11, 2016 – 10:00am There will be a MANDATORY site visit on Wednesday, May 11, 2016, at 10:00am, at TXDPS HQ, 5805 N Lamar Blvd., Building A Lobby, Austin, TX 78752. Failure to attend the site visit will result in the disqualification of your bid.

May 16, 2016 – 5:00pm Questions due via eProcurement or e-mailed to Services.Branch@dps.texas.gov

May 17, 2016 – 5:00pm Responses to submitted Questions will be posted to eProcurement and/or to the Electronic State Business Daily (ESBD).

Point of Contact:

TXDPS Purchaser: Bernardo Navarro
 Phone Number: (512) 426-6468
 E-Mail: Services.Branch@dps.texas.gov

SERVICE PERIOD: From date of award – 08/31/2016

SERVICE PERIOD WITH OPTIONS

Applicable Not Applicable

This IFB consists of the following:

IFB Pages 1 - 25
 Attachment Listings Page 26
 Attachments A-D Pages 27 - 75



INVITATION FOR BIDS
Texas Department of Public Safety
Continuation Page

BID OPENING DATE: 5/18/2016 @ 5:00 pm
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 @ 5:00 pm**
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 @ 5:00 pm**
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. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION Applicable Not Applicable

- 8.1 The Respondent shall make a good faith effort to comply with all state Historically Underutilized Business (HUB) requirements pursuant to Texas Government Code, Chapter 2261 and administrative rules, if applicable. The successful Respondent shall also comply with the approved HUB Subcontracting Plan.
- 8.2 The Respondent shall submit a HUB Subcontracting Plan (HSP) as part of its Proposal and shall comply with implementation of the HSP. The successful Respondent shall seek written approval from the Department prior to making any modifications to its HSP.
- 8.3 The Respondent shall submit a detailed description of the HSP and required forms with the Proposal which is included as Attachment H, HUB Subcontracting Plan (HSP). The Respondent's Proposal will be disqualified if the HSP Forms are not completed in full or missing from the Respondent's original Proposal.
- 8.4 The successful Respondent shall provide notice to all subcontractors of their selection as a subcontractor for this Contract. The notice will specify, at a minimum, TXDPS' name, the name of the Contract Administrator, this Contract's assigned contract number, the subcontracting opportunity the subcontractor will perform, the approximate dollar value of the subcontractor, and the expected percentage of this Contract's total value that the subcontract represents. A copy of the notice will be provided to the Contract Administrator no later than ten (10) business days after the effective date of this Contract.
- 8.5 The successful Respondent shall submit to the Contract Administrator on a monthly basis (by the 5th day of the following month) the Prime Vendor Progress Assessment Report, which is included as Attachment H, HUB Subcontracting Plan.



INVITATION FOR BIDS
Texas Department of Public Safety
Continuation Page

BID OPENING DATE: **5/18/2016 @ 5:00 pm**
 BIDDERS NAME:

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.

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 D, 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>



INVITATION FOR BIDS
Texas Department of Public Safety
Continuation Page

BID OPENING DATE: 5/18/2016 @ 5:00 pm
BIDDERS NAME:

DESCRIPTION (Continued)

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

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-(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 GOVERNMENT CODE 2261.252**

Pursuant to Government Code 2261.252 the Department 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 Government Code 2261.252 is void.

20. **DISCLOSURE OF RESTRICTED EMPLOYMENT**

Pursuant to Government Code 572.069 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.

DESCRIPTION (Continued)

21. NOTICE UNDER GOVERNMENT CODE 2252.908

Pursuant to Government Code 2252.908 the Department may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the Department at the time the business entity submits the signed contract to the Department. The Texas Ethics Commission has adopted rules and procedures under these provisions:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Any contract found to violate Government Code 2252.908 is void.

22. BIDDER AFFIRMATIONS

22.1 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:

22.2. 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 FOR COMMODITIES AND SERVICES

ITEMS BELOW APPLY TO AND BECOME PART OF BID. ANY EXCEPTIONS THERETO MUST BE IN

1. BIDDING REQUIREMENTS:

- 1.1 Bidders shall 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 shall be submitted on this IFB form. Bidders shall 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 shall be referenced in the Bid and signed by the Bidder to establish formal linkage to the Bid.
- 1.3 Bids shall be time stamped at the Texas Department of Public Safety (TXDPS) 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 shall have the authority to bind the firm in a contract.
- 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 calendar 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 shall enter its Federal Employee Identification Number (EIN) in the space provided on page 1 of this IFB.
- 1.8 Bidder shall complete the Vendor contact information on page 1 of this IFB.
- 1.9 Bidder shall complete firm name on each continuation page of the IFB, in the block provided in the upper right hand corner. Purchases made for TXDPS 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.

2. AWARD NOTICE:

- 2.1 TXDPS 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 TXDPS and to reject any and all items bid at the sole discretion of TXDPS. TXDPS 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 TXDPS. Any contract may also be extended up to three months at the sole discretion of TXDPS.
- 2.2 Consistent and continued tie bidding may cause rejection of bids by TXDPS and/or investigation for antitrust violations.
- 2.3 Inquiries pertaining to this solicitation shall include the requisition number, brief description, and opening date.

3. SPECIFICATIONS:

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 a bidder believes it can satisfy these specifications, it should bid its goods and/or services and explain how the specifications will be adequately met."

- 3.1 If bidding on specifications other than those stated within this Solicitation, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, specifications, illustrations and complete description of product offered shall be included with bid response. Failure to take exception to specifications or reference data will require Bidder to furnish specified brand names, numbers, etc.
- 3.2 Unless otherwise specified, items shall be new and unused and of current production.
- 3.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 3.4 Samples, when requested, must be furnished at no cost to TXDPS. Each sample shall be marked with Bidder's name and address, and solicitation number. Do not enclose in or attach Bid to sample. If not destroyed in examination, they may be returned to the Bidder, on request, at Bidder's expense. If Bidder does not request return of samples, the samples will be retained, destroyed or donated at TXDPS' discretion.
- 3.5 TXDPS will not be bound by any oral statement or representation contrary to the written specifications of this solicitation.
- 3.6 Bid cannot be altered or amended after opening time. Alterations made before opening time shall be initialed by



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Bidder or its authorized agent. Should a Bidder after opening time request its Bid be withdrawn, the request shall be made in writing. No bid can be withdrawn after opening time unless approved in writing by TXDPS.

- 3.7 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.

4. TIE BIDS:

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

5. DELIVERY:

- 5.1 Show number of days required to place goods or services in receiving agency's designated location under normal conditions. Delivery days mean calendar days, unless otherwise specified. Failure to state delivery time obligates Vendor to deliver in 14 calendar days. Unrealistic delivery promises may cause Bid to be disqualified.
- 5.2 If delay is foreseen, Vendor shall give written notice to TXDPS. Vendor shall keep TXDPS advised at all times of status of order.
- 5.3 Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes 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 Vendor.
- 5.4 No substitutions permitted without prior written approval of TXDPS.
- 5.5 Delivery shall be made during normal business hours only, unless prior approval has been obtained from TXDPS.

6. INSPECTION AND TESTS:

All goods will be subject to inspection and testing by TXDPS. 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 TXDPS' option, be returned to the Bidder or held for disposition at Bidder's expense. Latent defects may result in revocation of acceptance.

7. AWARD OF CONTRACT:

A bid 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. State agencies shall report a vendor's performance on any purchase of \$25,000 or more from contracts administered by the Texas Comptroller of Public Accounts (CPA) or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Gov't Code, Title 10, Subtitle D or a purchase exemption from CPA's procurement rules and procedures.

8. PAST PERFORMANCE AND BEST VALUE:

A Bidder's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Gov't Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125 and Texas Administrative Code (TAC), Title 34, Part 1 Chapter 20, Subchapter C, §20.108, information obtained from the Texas Procurement and Support Services' Vendor Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the State. Bidders may fail these selection criteria for any of the following conditions:

- 8.1 A score of less than 90% in the Vendor Performance System;
- 8.2 Currently under a Corrective Action Plan through TXDPS;
- 8.3 Having repeated negative Vendor Performance Reports for the same reason;
- 8.4 Having purchase orders that have been cancelled in the previous 12 months for non-performance (i.e. late delivery, etc.).



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Vendor performance information is located on the CPA's website at:
http://www.window.state.tx.us/procurement/prog/vendor_performance/

9. PAYMENT:

Vendor shall submit an itemized invoice showing the TXDPS purchase order (PO) number. TXDPS 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.

10. PATENTS, TRADEMARKS OR COPYRIGHTS:

VENDOR SHALL DEFEND AND INDEMNIFY TXDPS AND THE STATE FROM CLAIMS INVOLVING INFRINGEMENT OR VIOLATION OF PATENTS, TRADEMARKS, COPYRIGHTS, TRADE SECRETS, OR OTHER PROPRIETARY RIGHTS, ARISING OUT OF TXDPS' OR THE STATE'S USE OF ANY GOOD OR SERVICE PROVIDED BY THE VENDOR AS A RESULT OF THIS SOLICITATION.

11. VENDOR ASSIGNMENTS:

Vendor hereby assigns to 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.*

12. AFFIRMATIONS:

Signing or accepting this Contract with a false statement is a material breach of contract and shall void this Contract, and Vendor shall be removed from all bid lists. Vendor, by its signature on or acceptance of this Contract, hereby certifies to TXDPS and affirms to TXDPS all of the following:

- 12.01 Vendor has not given, offered to give, and does not intend 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 this Contract. Violation of this requirement may result in termination of this Contract at TXDPS' discretion.
- 12.02 Vendor waives any claim against and releases TXDPS, its officers, employees, agents, and attorneys from liability with respect to disclosure of information provided under or in this Contract or otherwise created, assembled, maintained, or held by Vendor and determined by the Attorney General or a court of law to be subject to disclosure under the Texas Public Information Act.
- 12.03 Vendor will promptly notify TXDPS in the event that any representations and warranties provided in this Contract are no longer true and correct, Vendor acknowledges that all of its representations and warranties contained in this Contract are material and have been relied upon by TXDPS in selecting Vendor for the award of this Contract. Further, Vendor warrants and represents that all of its statements and representations made to TXDPS prior to being awarded this Contract, and those made during the negotiation of this Contract, are material, true and correct.
- 12.04 Under §231.006(d), Texas Family Code (relating to child support), Vendor, certifies that it is not ineligible to receive payments under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
- 12.05 Vendor certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Texas Tax Code. If Vendor is a qualifying business entity type per Texas Comptroller of Public Accounts guidelines and is not set up in the Texas Franchise Tax System, Vendor must do so prior to contracting with TXDPS.
- 12.06 Under §2155.004, Gov't Code, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if



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- that person or entity received compensation for participating in preparing the solicitation or specifications for the contract.
- 12.07 Under §2252.903, Gov't Code, Vendor agrees that any payments due under this Contract 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. Vendor shall comply with rules adopted by the state 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.
- 12.08 Vendor certifies it is in compliance with §669.003, Gov't Code, relating to contracting with an executive of a state agency. 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. Vendor certifies that it does not employ any person who was the executive head of any state agency in the past four (4) years
- 12.09 Vendor agrees that no person will, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract or PO. Vendor will comply with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity Commission, Department of Labor."
- 12.10 In accordance with §2155.4441, Gov't Code, Vendor shall, during the performance of this Contract, 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.
- 12.11 Vendor certifies that the 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 Vendor is in compliance with the State of Texas statutes and rules relating to procurement and that Vendor 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.sam.gov>
- 12.12 §§2155.006 and 2261.053 of the 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, Vendor certifies that the individual or business entity named in this Contract is not ineligible to receive a contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.
- 12.13 **DISCLOSURE OF RESTRICTED EMPLOYMENT**
Pursuant to Gov't Code 572.069 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.



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- 12.14 Vendor represents and warrants that payment to Vendor and Vendor's receipt of appropriated or other funds under this Contract are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 12.15 Vendor certifies that it, nor anyone acting for it, has violated the antitrust laws of the United States or the State of Texas, nor communicated directly or indirectly to any competitor or any other person engaged in such line of business for the purpose of obtaining an unfair price advantage.
- 12.16 Vendor certifies that to the best of its knowledge and belief, there are no suits or proceedings pending or threatened against or affecting it, which if determined adversely to it will have a material adverse effect on its ability to fulfill its obligations under this Contract.
- 12.17 To the extent applicable to the scope of this Contract, Vendor hereby certifies that it is in compliance with Subchapter Y, Chapter 361, Health and Safety Code related to the Computer Equipment Recycling Program and its rules, 30 TAC Chapter 328.
- 12.18 Vendor represents and warrants that neither it nor its employees and subcontractors have an actual or potential conflict of interest in signing or accepting this Contract. Vendor also represents and warrants that entering into or accepting this Contract will not create the appearance of impropriety. Any existing or potential conflict of interest has been disclosed to TXDPS. This requirement to disclose any actual or potential conflict of interest will continue during the term of this Contract, and will survive until the end of the applicable recordkeeping requirements. identified for this Contract. Vendor has disclosed or does not employ any personnel who are current or former officers or employees of TXDPS or who are related, within the third degree by consanguinity (as defined by §573.023, Gov't Code) or within the second degree of affinity (as defined by §573.025, Gov't Code), to any current or former officers or employees of TXDPS.

13. NOTE TO BIDDER:

If Bidder takes any exceptions to any provisions of this solicitation, these exceptions must be specifically and clearly identified by section in the Bid. If any exceptions are taken, the Bid may be declared non-responsive. 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.

14. 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' rules at 37 TAC Rule 1, Chapter 1, Subchapter U, Rule 1.264.

15. DISPUTE RESOLUTION:

The dispute resolution process provided for in Chapter 2260, Gov't Code shall be used by the Vendor to attempt to resolve any dispute arising under this Contract.

16. NON-APPROPRIATION OF FUNDS:

This Contract 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' or Vendor's delivery or performance under this Contract impossible or unnecessary, this 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 Vendor for any damages, which are



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caused or associated with such termination, or cancellation and TXDPS will not be required to give prior notice.

17. 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, Vendor will refer to TXDPS any third party requests, received directly by Vendor, for information to which Vendor has access as a result of or in the course of performance under any contract resulting from this solicitation. Any part of the Bid that is of a confidential or proprietary nature shall be clearly and prominently marked as such by the Bidder.

TXDPS shall notify the Vendor in writing within a reasonable time from receipt of a request for information related to the Vendor's work under this Contract. The Vendor shall cooperate with TXDPS in the production of documents responsive to the request. TXDPS shall make a determination whether to submit a Public Information Act request to the Attorney General. The Vendor shall notify TXDPS within 24 hours of receipt of any third party requests for information that was provided by the State of Texas for use in performing this Contract.

The Vendor is required to make any information created or exchanged with the state pursuant to this Contract, and not otherwise accepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to TXDPS.

18. 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 TXDPS shall be mindful of these restrictions when interacting with public purchasers of TXDPS.

By signing its Bid, Bidder affirms that the execution of a contract between Bidder and TXDPS will not create a conflict of interest or cause an appearance of a conflict of interest. Bidder shall disclose any existing or potential conflicts of interest or possible issues within its Bid that might create appearances of impropriety relative to Bidder's (and its proposed subcontractors') submission of its Bid and possible selection as Vendor or its performance of this Contract.

If the circumstances certified by Bidder change or additional information is obtained subsequent to submission of bids, Bidder agrees that it is under a continuing duty to supplement its response under this provision, and Bidder shall submit updated information as soon as reasonably possible upon learning of any change to its affirmation.

19. FORCE MAJEURE:

Neither Vendor nor TXDPS shall be liable to the other for any delay in, or failure of performance, of any requirement included in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, 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



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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.

20. INDEPENDENT CONTRACTOR:

Vendor is and shall remain an independent contractor in relationship to the TXDPS. TXDPS will not be responsible for withholding taxes from payments made under this Contract. Vendor shall have no claim against 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.

**21. INDEMNIFICATION:
ACTS OR OMISSIONS**

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

INFRINGEMENTS

- a) **VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TXDPS, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND TXDPS SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.**
- b) **VENDOR SHALL HAVE NO LIABILITY UNDER THIS SECTION IF THE ALLEGED INFRINGEMENT IS CAUSED IN WHOLE OR IN PART BY: (I) USE OF THE PRODUCT OR SERVICE FOR A PURPOSE OR IN A MANNER FOR WHICH THE PRODUCT OR SERVICE WAS NOT DESIGNED, (II) ANY MODIFICATION MADE TO THE PRODUCT WITHOUT VENDOR'S WRITTEN APPROVAL, (III) ANY MODIFICATIONS MADE TO THE PRODUCT BY THE VENDOR PURSUANT TO TXDPS'S SPECIFIC INSTRUCTIONS, (IV) ANY INTELLECTUAL PROPERTY RIGHT OWNED BY OR LICENSED TO TXDPS, OR (V) ANY USE OF THE PRODUCT OR SERVICE BY TXDPS THAT IS NOT IN CONFORMITY WITH THE TERMS OF ANY APPLICABLE LICENSE AGREEMENT.**
- c) **IF VENDOR BECOMES AWARE OF AN ACTUAL OR POTENTIAL CLAIM, OR TXDPS PROVIDES VENDOR WITH**



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NOTICE OF AN ACTUAL OR POTENTIAL CLAIM, VENDOR MAY (OR IN THE CASE OF AN INJUNCTION AGAINST TXDPS, SHALL), AT VENDOR'S SOLE OPTION AND EXPENSE; (I) PROCURE FOR TXDPS THE RIGHT TO CONTINUE TO USE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE, OR (II) MODIFY OR REPLACE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE WITH FUNCTIONALLY EQUIVALENT OR SUPERIOR PRODUCT OR SERVICE SO THAT TXDPS'S USE IS NON-INFRINGEMENT.

TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE – INCLUDING INDEMNITY

- a) **VENDOR SHALL ACKNOWLEDGE THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR SHALL COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TXDPS AND/OR THE STATE WILL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.**
- b) **VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND TXDPS SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.**

22. RIGHT TO AUDIT:

In addition to and without limitation on the other audit provisions of this solicitation, pursuant to §2262.154, Gov't Code, the state auditor may conduct an audit or investigation of the Vendor 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 Vendor 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 Vendor 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 Contract 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, Gov't Code. Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Vendor and the requirement to cooperate is included in any subcontract it awards.

23. PUBLIC SAFETY COMMISSION REVIEW:

The Texas Public Safety Commission or the Commission's designee ("Commission") shall receive notification of the following contracts awarded by TXDPS since the last commission meeting.

- a. Contract valued at one million dollars and 00/100 (\$1,000,000.00) or more, including available renewal options.
- b. Contract Amendments (other than exercise of available renewal options) valued at \$100,000.00 or more that



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- c. increase the value of the original contracts by 50% or more; and
Contract amendments (other than exercise of available renewal options) valued at \$500,000 or more.

The Assistant Director, Administration, shall submit these reports to the Commission.

The Commission shall review contracts prior to or after award by TXDPS if required by applicable law. This Policy supersedes in its entirety the Commission's Contracting Policies adopted on August 15, 2012.

24. NEWS RELEASES, ADVERTISEMENTS AND PUBLICITY:

Vendor will 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. Vendor will 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.

25. REDACTED DOCUMENTS:

The Vendor is required to include electronically, a redacted copy of its Bid with specified private information removed, plus an overview of the nature of the information removed.

26. CRIMINAL HISTORY BACKGROUND:

Vendor shall 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 (HR-22), which will be provided by TXDPS. Vendor 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, TXDPS will 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 Vendor'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.

27. ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS:

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 and 1 TAC, Chapter 206, when such products are available in the commercial market place or when such products are developed in response to a procurement solicitation.

28. STATUTORY REPORTING REQUIREMENTS:

Pursuant to Gov't Code 322.020 state agencies shall 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 Vendor's recognition of the stated statute and Vendor's consent to the TXDPS' submission to LBB for publication.

29. ABANDONMENT OR DEFAULT:

If the Vendor defaults on this Contract, TXDPS reserves the right to cancel this Contract without notice and either re-solicit or re-award this Contract to the next best responsive and responsible bidder. The defaulting Vendor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless



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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.

30. ASSIGNMENT:

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

31. DRUG FREE WORKPLACE POLICY:

The Vendor 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 26) to implement the provisions of the Drug-Free Work Place Act of 1988 is incorporated by reference and the Vendor shall comply with the relevant provisions thereof, including any amendments to the final rule that may hereafter be issued.

32. NOTICE:

Any notice required or permitted under this Contract will be directed to the TXDPS Contract Administrator as identified within the solicitation document or to the Vendor's authorized representative named in the Vendor's Bid and will be deemed received:

- A. When delivered in hand and a receipt granted;
- B. Three (3) days after it is deposited in the United States mail by certified mail, return receipt requested; or
- C. When received if sent by confirmed facsimile or confirmed electronic mail.

33. 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.

34. INSURANCE REQUIREMENTS FOR LAWN AND JANITORIAL SERVICES:

The Vendor shall procure and maintain at its expense during the term of the Contract or any extensions thereof, insurance as listed below. Insurance shall be written by companies acceptable to TXDPS and authorized to do business in the State of Texas. Policies shall include terms and provisions indicated below. The Vendor shall provide and furnish evidence of the following insurance:

34.1 Workers' Compensation and Employers' Liability The Vendor shall maintain Workers' Compensation coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401.001 et seq. of the Texas Labor Code) and minimum policy limits for Employers' Liability of: a) by accident, five hundred thousand and 00/100 dollars (\$500,000.00) per each accident; and b) by disease, five hundred thousand and 00/100 dollars (\$500,000.00) per employee with a per policy aggregate of one million and 00/100 dollars (\$1,000,000.00).

34.2 Commercial General Liability Insurance with a combined single limit of \$500,0000.00 per occurrence for coverage including products/completed operations, where appropriate, with a separate aggregate of \$1,000,000.00. If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than 60 months following completion of this Contract and acceptance by TXDPS.

Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract. Civil Rights Liability shall be provided with the same liability limits. It may be included within the General Liability policy or written on a separate policy; Liability coverage shall include coverage for damage to property and



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injury to persons caused by boiler and other equipment malfunction. The policy shall contain an endorsement to include coverage for the property of third parties.

- 34.3 Business Automobile Liability Insurance** The Vendor shall maintain Business Automobile insurance coverage for all owned, hired, and non-owned vehicles, with a minimum combined single limit of \$1,000,000 for each accident for bodily injury and property damage. Such insurance will include coverage for loading and unloading hazards.

If the Vendor will carry pollutants or hazardous materials, endorsements for Pollution Liability Coverage for Automobile and Motor Carrier Act will be included.

- 34.4 Additional Provisions:** The Vendor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:
- A. TXDPS shall be named as an additional insured by using endorsement CG2026 or broader.
 - B. If insurance policies are not written for amounts specified above, the Vendor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability insurance is provided, it shall follow the form of the primary coverage.
 - C. Each policy of required insurance shall provide for thirty (30) days written notice of cancellation to TXDPS and include the following provisions. "It is a condition of this policy that the Insurer shall furnish written notice to TXDPS, Contract Administrator, Procurement and Contract Services Bureau, 5805 North Lamar Blvd, Austin, TX 78752 thirty (30) days in advance of any reduction in, or cancellation of this policy".
 - D. Insurance shall be effective and evidence of acceptable insurance furnished to TXDPS, prior to commencing any operations under this Contract.
 - E. Name TXDPS and its commissioners, officers, and employees as additional insured to all applicable policies.
 - F. Waive subrogation against TXDPS, its commissioners, officers and employees, for bodily injury (Including death), property damage or any other loss.
 - G. Provide that the Vendor's insurance is the primary insurance in regards to TXDPS, its commissioners, officers, and employees.
 - H. Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
 - I. Ensure that all certificates of insurance identify the service or product being provided and the name of responsible party.
 - J. The Vendor through an insurance agent licensed by the State of Texas shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this State shall provide such coverage. No "self-insurance" coverage shall be acceptable. Local governmental entities, such as municipalities or counties, may submit proof of financial responsibility acceptable to TXDPS in lieu of commercial insurance policies.
 - K. All insurance coverage obtained by the Vendor shall continue in full force and effect during the term of the Contract. No Contract shall be entered into between the Vendor and TXDPS unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the date on which the services of the Vendor shall commence.
 - L. All insurance coverage is to be provided by insurance carriers permitted to conduct business in Texas. All insurance carriers shall be, at a minimum, rated "A" by A.M. Best or equivalent rating by a similar insurance rating agency.
 - M. The Vendor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Vendor, but in no event shall such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.
 - N. Vendor is responsible for the first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.



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- O. The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective vendor may wish to purchase for its own benefit.

35. INSURANCE REQUIREMENTS FOR OTHER THAN LAWN AND JANITORIAL SERVICES:

Vendor shall comply with The State of Texas Workers' Compensation Insurance regulations and maintain commercial general liability insurance until work covered in this Contract is completed and accepted by TXDPS. Proof of insurance shall be provided upon request by TXDPS. Prior to the commencement of work under this Contract, the Vendor shall procure and maintain at its expense during the term of the Contract or any extensions thereof, insurance as listed below. Insurance shall be written by companies acceptable to TXDPS and authorized to do business in the State of Texas. Policies shall include terms and provisions indicated below. The Vendor shall provide and make available, at no cost to TXDPS, copies of policy declaration pages and policy endorsements and furnish evidence of the following insurance:

- 35.1 Workers' Compensation and Employers' Liability** The Vendor shall maintain Workers' Compensation insurance coverage in accordance with statutory limits and maintain such coverage throughout the life of this Contract. Coverage A – Workers' Compensation (WC) Statutory limits for the State of Texas or for any state the Vendor's employee resides in. Coverage B – Employer's Liability (EL) \$1,000,000 each accident limit / \$1,000,000 Disease Policy / \$1,000,000 Disease each employee limit. The Vendor shall waive all rights against TXDPS, its board, trustees, officers, employees, agents, and volunteers for recovery of damages to the extent they are covered by WC and EL.
- 35.2 Business Automobile Liability Insurance** Vendor shall maintain Business Automobile insurance coverage for all owned, hired, and non-owned vehicles, with a minimum combined single limit of \$1,000,000 for each accident for bodily injury and property damage. Such insurance will include coverage for loading and unloading hazards. If Vendor will carry pollutants or hazardous materials, endorsements for Pollution Liability Coverage for Automobile and Motor Carrier Act will be included. The Vendor shall waive all rights against TXDPS, its board, trustees, officers, employees, agents, and volunteers for recovery of damages to the extent they are covered by the business auto liability insurance (or any other applicable auto physical damage coverage.)
- 35.3 Commercial General Liability Insurance Coverage** The Vendor shall maintain Commercial General Liability insurance coverage that will include, but not be limited to, Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability.
\$1,000,000.00 each occurrence
\$2,000,000.00 General Aggregate limit,
\$2,000,000.00 Products and Completed Operations,
\$1,000,000.00 Personal/Advertising injury,
\$50,000 Damage to Premises
\$5,000 Medical Payments
- a) If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of this Contract and acceptance by TXDPS.
- b) Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract. Civil Rights Liability shall be provided with the same liability limits. It may be included within the General Liability policy or written on a separate policy.
- c) Liability coverage shall include coverage for damage to property and injury to persons caused by boiler and other equipment malfunction. The policy shall contain an endorsement to include coverage for the property of third parties.
- d) TXDPS shall be named as an additional insured by using endorsement CG2026 or broader.



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- e) The Vendor's coverage will include an endorsement for waiver of subrogation and a 30 Day Notice of Cancellation to TXDPS. The Vendor shall waive all rights against TXDPS, its board, trustees, officers, employees, agents, and volunteers.

- 35.4 Umbrella/Excess Liability** The Vendor may combine its primary and Excess/Umbrella Liability limits to meet the minimum required coverage for any line of coverage; however, if it chooses this option, the coverage will be written at least as broad as those requirements defined above.

\$1,000,000 Minimum Limit

35.5 Additional Provisions

The Vendor shall ensure that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- A. Name TXDPS and its board, trustees, officers, employees, agents, representatives and volunteers as additional insured to all applicable policies.
- B. Waiver of subrogation against TXDPS and its board, trustees, officers, employees, agents, and volunteers, for bodily injury (Including death), property damage or any other loss to all policies.
- C. The Vendor's insurance will be the primary insurance in regards to TXDPS and its board, trustees, officers, employees, agents, and volunteers.
- D. All provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, will be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- E. All Certificates of Insurance will identify the service or product being provided and the name of the responsible party.
- F. No "self-insurance" coverage will be acceptable.
- G. The Vendor's insurance coverage will continue in full force and effect during the term of this Contract. This Contract will not be effective unless acceptable insurance certificates are received by TXDPS by the date scheduled for the execution of this Contract. Proof of insurance policies in a form acceptable to TXDPS will be delivered prior to the effective date of this Contract.
- H. All insurance coverage will be provided by insurance carrier(s) duly licensed, admitted and authorized to do business in Texas. All insurance carriers will be, at a minimum, rated "A" or better by A.M. Best or equivalent rating by a similar insurance rating service.
- I. The Vendor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Vendor; however, except as it relates to professional liability insurance, in no event will such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.
- J. The Vendor shall be responsible for the first dollar defense coverage. All general liability and professional liability policies will provide defense in addition to the policy limits.
- K. The limits required herein are the minimum acceptable limits. These limits will not to be construed as being the maximum the Vendor may wish to purchase for its own benefit.
- L. As respect to the total limits of liability required, any combination of primary and/or umbrella / excess liability coverage may satisfy those totals. However, if an umbrella / excess liability policy is used, coverage will be at least as broad as the primary coverage.

36. TERMINATION:

This Contract may be terminated or cancelled in any of the following circumstances:

- 36.1 TERMINATION BY DEFAULT:** In the event that Vendor fails to carry out or comply with any of the requirements of this Contract (including but not limited to any statement, representation or warranty in this Contract that is false, misleading, or erroneous in any material respect) with TXDPS, TXDPS may notify Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10)



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- calendar days. In the event that Vendor fails to remedy such failure or default within the ten (10) calendar day period, TXDPS will have the right to cancel this Contract upon ten (10) days written notice.
- 36.2 TERMINATION FOR UNAVAILABILITY OF FUNDS:** This Contract may be terminated as provided in the section herein entitled "Availability of Funds; Legislative Action." The obligations of TXDPS under this Contract are contingent upon the availability of funds to meet TXDPS liabilities hereunder. If these funds become unavailable to TXDPS, TXDPS may immediately terminate this Contract without penalty to or any liability whatsoever on the part of TXDPS, the State of Texas, and the United States.
- 36.3 TERMINATION FOR CONVENIENCE:** This Contract may be terminated, without penalty, by TXDPS, without cause by giving thirty (30) calendar days written notice of such termination to Vendor.
- 36.4 TERMINATION BY MUTUAL AGREEMENT:** This Contract may be terminated upon mutual written agreement.
- 36.5 TERMINATION FOR CAUSE:** This Contract may be terminated by TXDPS if Vendor fails to perform as agreed or is otherwise in default, without the necessity of complying with the requirements in the section herein entitled "Termination by Default." TXDPS will provide Vendor with written notice to terminate this Contract, which termination will become effective immediately upon Vendor's receipt of the notice.
- 36.6 TERMINATION FOR LISTING ON FEDERAL EXCLUDED PARTY LIST, THE TERRORISM LIST (EXECUTIVE ORDER 13224) OR ON THE STATE OF TEXAS DEBARRED VENDOR LIST: TXDPS shall have the absolute right to terminate this Contract without recourse as follows:**
- a) If Vendor becomes listed on the prohibited Vendors list authorized by Executive Order #13224 "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of Treasury, Office of Foreign Assets Control; or
 - b) If Vendor becomes suspended or debarred from doing business with the federal government as listed in the Systems for Award Management List (SAM) maintained by the General Services Administration; or
 - c) If Vendor becomes listed on the State of Texas Debarred Vendor List TXDPS will provide Vendor with written notice to terminate this Contract, which termination will become effective immediately upon Vendor's receipt of the notice.
- 36.7 GENERAL TERMINATION PROVISIONS:**
- The termination of this Contract, under any circumstances whatsoever, will not affect or relieve Vendor from any obligation or liability that may have been incurred pursuant to this Contract, and such cancellation by TXDPS will not limit any other right or remedy available to TXDPS at law or in equity.
- a) This Contract does not grant Vendor a franchise or any other vested property right.
 - b) In the event of termination hereunder, TXDPS shall not be considered in default or breach of this Contract, nor shall it give rise to any liability whatsoever on the part of TXDPS whether such claims of Vendor are for compensation of anticipated profits, unabsorbed overhead, interest on borrowing, or for any other reason.
 - c) Vendor shall, unless mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TXDPS shall be liable for payments limited only to the portion of the work TXDPS authorized in writing and which Vendor has completed, delivered to TXDPS, and which has been accepted by TXDPS. All such work shall have been completed, per this Contract's requirements, prior to the effective date of termination.
 - d) TXDPS reserves the right to recover reasonable costs, fees, expenses, and other amounts or damages available to TXDPS under this Contract or under applicable law, including, but not limited to, attorneys' fees and court costs, if termination is at Vendor's request or if termination is for cause. This right is in addition to any other remedies available to TXDPS under this Contract or applicable law. TXDPS reserves the right to pursue any and all applicable rights and remedies if this Contract is terminated for any reason and TXDPS expressly waives no such rights or remedies.
 - e) If this Contract is terminated for cause or default, TXDPS reserves the right to re-solicit or re-award this Contract to the next best responsive and responsible respondent. TXDPS will not consider the defaulting Vendor in the re-solicitation and TXDPS may not consider the defaulting Vendor in future solicitations for the



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- f) same type of work, unless the specification or scope of work significantly changes
- f) If this Contract is terminated for any reason, TXDPS and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination.
- g) However, Vendor may be entitled to the remedies provided in Gov't Code, Chapter 2260.

37 HISTORICALLY UNDERUTILIZED BUSINESS PARTICIPATION REQUIREMENTS:

The Vendor represents and warrants that it shall comply with the Historically Underutilized Business requirements pursuant to Government Code, Chapter 2261. A HUB Subcontracting Plan (HSP) form must be filled out and returned with the solicitation response to be considered responsive. If the response does not include a HUB Subcontracting Plan, it will be rejected as a material failure to comply with the advertised specifications. If the TXDPS HUB Administrator determines an HSP is required, the instructions and sample forms will be included within this solicitation.

38 CERTAIN BIDS AND CONTRACTS PROHIBITED (Gov't Code Sec. 2155.004):

This Contract may be terminated, without penalty, by TXDPS, without cause by giving thirty (30) calendar days written notice of such termination to Vendor.

- 38.1** A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or solicitation on which the bid or contract is based.
- 38.2** A bid or award subject to the requirements of this section must include the following statement:
Under Section 2155.04, Gov't Code, the Vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 38.3** If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded under Section 12 herein, the state agency may immediately terminate the contract without further obligation to the Vendor.
- 38.4** This section does not create a cause of action to contest a bid or award of state contract. This section does not prohibit a bidder or vendor from providing free technical assistance to a state agency.

39 APPLICABLE LAW/VENUE:

This Contract shall be governed and construed in accordance with the laws of the State of Texas. The venue of any suit arising under this Contract is fixed in any court of competent jurisdiction of Travis County, Texas.

40 OWNERSHIP/INTELLECTUAL PROPERTY, INCLUDING RIGHTS TO DATA, DOCUMENTS AND COMPUTER SOFTWARE:

For the purposes of this Contract, the term "Work" is defined as all reports, statistical analyses, work papers, work products, materials, approaches, designs, specifications, systems, documentation, methodologies, concepts, research, materials, intellectual property or other property developed, produced, or generated in connection with this Contract. All work performed pursuant to this Contract is made the exclusive property of TXDPS. All right, title and interest in and to said property shall vest in TXDPS upon creation and shall be deemed to be a work for hire and made in the course of the services rendered pursuant to this Contract. To the extent that title to any such work may not, by operation of law, vest in TXDPS, or such work may not be considered a work made for hire, all rights, title and interest therein are hereby irrevocably assigned to TXDPS. TXDPS shall have the right to obtain and to hold in its name any and all patents, copyrights, registrations or such other protection as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor must give TXDPS and/or the State of Texas, as well as any person designated by TXDPS and/or the State of Texas, all assistance required to perfect the rights defined herein without any charge or expense beyond those amounts payable to Contractor for the services rendered under this Contract.



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41 TAXES:

Purchases made for state use are exempt from Texas State Sales Tax and Federal Excise Tax. An Excise Tax Exemption Certificate will be furnished upon written request to the Texas Department of Public Safety.

42 SUBSTITUTIONS:

Substitutions are not permitted without written approval of the Texas Department of Public Safety.

43 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.

44 RECORD RETENTION:

Vendor shall retain all financial records, supporting documents, statistical records, and any other records or books relating to the performances called for in the Contract. Vendor shall retain these records for a period of seven years after the expiration of the contract, or until TXDPS or the State Auditor's Office (SAO) is satisfied that all audit and litigation matters are resolved, whichever period is longer. Vendor shall grant access to all books, records, and documents pertinent to the contract to TXDPS, SAO and any federal governmental entity that has authority to review records due to federal funds being spent under the contract.

45 NOTICE UNDER GOVERNMENT CODE 2252.908:

Pursuant to Gov't Code 2252.908 TXDPS may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to TXDPS at the time the business entity submits the signed contract to TXDPS. The Texas Ethics Commission has adopted rules and procedures under these provisions:

https://www.ethics.sta572e.tx.us/whatsnew/elf_info_form1295.htm

Any contract found to violate Government Code 2252.908 is void.

ATTACHMENTS

List of Attachments	Description	Page
Attachment A	Checklist.....	27-28
Attachment B	Scope of Work, Specifications, and Drawings/Floor Plans	29-66
Attachment C	Verifications	67-68
Attachment D	Wage Rates	69-75

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

- This 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, shall be uploaded to the Attachments Tab of eProcurement using the following link:

<https://eprocure.dps.texas.gov/bsollogin.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”)
- Verifications (Attachment C)
- Insurance (*Awarded Vendor Only*)
- Bond (*Awarded Vendor Only*)

ATTACHMENT B

SCOPE OF WORK
SPECIFICATIONS
DRAWINGS/FLOOR PLANS

TXDPS Headquarters Campus
Building A, A240, IT Basement Level
5805 N. Lamar Blvd
Austin, Texas



April 11, 2016

Headquarters Campus – TEXAS DEPARTMENT OF PUBLIC SAFETY
Building A: A240 IT Remodel

The Texas Department of Public Safety (TXDPS) is requesting Bid Solicitations for construction of offices on the basement level of Building A, IT area, on TXDPS Headquarters Campus. See the attached scope of work and contract documents for more information.

Project Location:

TXDPS Headquarters Campus
Building A, A240, IT Basement Level
5085 North Lamar Blvd.
Austin, Texas 78752

NOTE: Building contacts will be identified to the bidders for the respective locations for site visits and future access. Access times for each phase of construction must be scheduled ahead of actual work.



SECTION 011100 – HARD CONSTRUCTION SUMMARY OF WORK

PART 1 – GENERAL

SECTION 1.0 GENERAL

1.01 SCOPE OF WORK

This section outlines the scope of work included for the construction of offices on the basement level of Building A and is to be completed in two separate phases as indicated in the floor plan attachment. Refer to the appropriate specification section for further information about installation and preparation methods and components to be provided. The contractor is responsible for including all means and methods necessary to complete this portion of the project. In general, the work includes, but is not limited to the following items:

1. Demolish existing walls, door frames, and ceiling grid as indicated on attached demo plan.
2. All flooring to remain intact for abatement.
3. Frame new walls as indicated on attached floor plan and specification sections.
4. Install door frames, doors and hardware as indicated on the attached floor plan. Doors, door frames and hardware to match existing in immediate area/ TXDPS standard Office Lockset and core. Verify with TXDPS on how the doors should be keyed.
5. Install sheetrock on all new walls – see attached specification.
6. Five (5) interior offices to have high density sheet rock and insulation installed for noise reduction – see attached specification.
7. Install new ceiling grid and tiles as needed to complete lay in tile ceiling. Match existing. See reflected ceiling plan.
8. Install (2) extra ceiling grid wires at every light fixture.
9. Install existing fire extinguisher on bracket as indicated on plan.
10. Clean area daily and at completion of project for a ready to use condition.
11. Contractor is required to provide a turnkey final product. If there are any missing items not included in this scope of work, contractor is to notify TXDPS in writing of any issues.

1.02 QUALITY CONTROL

1. Contractor is responsible for properly disposing of all debris including trash, or construction debris associated with this project. Removal shall not utilize TXDPS dumpster or equipment unless authorized by TXDPS Building Manager.
2. TXDPS will identify an exterior staging area/ entry for use by the contractor. This temporary storage must be maintained in a neat orderly manner and restored to original condition upon completion.
3. Any container used as part of this contract is subject to inspection upon being located on TXDPS property.
4. Contractor shall efficiently schedule all work to ensure work will be done in as few calendar days as possible for optimum installation to meet the manufacturer's warranty requirements. All work shall be continuous to ensure the facility impact is minimal with limited disruptions. Every effort shall be made to eliminate down time and get the TXDPS operations back in service as quickly and safely as possible. The exact dates will be coordinated once the bid award is made.
5. All work will be performed by qualified craft persons with a minimum of (3) three years of experience in the field. It shall be the contractor's responsibility to provide only skilled qualified workers for this project.
6. The new work shall comply with the state and local ordinances.
7. Attached demo and floor plans include other trades work for reference of work that will be coordinated in the space.



1.03 PERFORMANCE REQUIREMENTS

1. All work shall be considered new unless otherwise indicated.
2. The Contractor shall check and verify all dimensions, notes, conditions in the installation area on site before any construction work is started. All discrepancies shall be reported to TXDPS in writing. No extra charge of compensation will be allowed on account of any difference between actual measurements and measurements or dimensions supplied by TXDPS, either verbally or in written form.
3. The Contractor shall assume full responsibility for the accuracy, fit and stability of all parts of the work.
4. All labor, materials and installations must comply with the codes, rules and regulations of local, state and federal authorities having jurisdiction. Any discrepancy which exists between the requirements by the plans, specifications, said codes, rules and regulations, shall be immediately brought to the attention of TXDPS Facilities Department, in writing for resolution.
5. The Contractor shall provide all necessary protection of existing work and newly added work.
6. The Contractor shall be responsible for adequately bracing and protecting all work during construction against damage, breakage, collapse, distortion and misalignment according to applicable codes and standards.
7. Working hours will be between 7:00 am and 5:00 pm during the week and during the weekend if necessary. TXDPS needs to be clean and ready for work as soon as work is complete. If additional time is necessary for the specified products, schedule must be coordinated with TXDPS before any work begins.
8. The Contractor shall repair and restore to its original condition all work and items damaged as a result of building operations and shall leave the work completed to the true intent of the drawings and specifications and to the satisfaction of TXDPS.
9. Any disturbance or damage to the existing building, site or utilities resulting from either directly or indirectly from the building operations shall be promptly repaired, restored or replaced to the satisfaction of TXDPS at no additional cost to TXDPS.
10. All materials and construction to be incorporated in the work shall be in strict accordance with the latest editions of IBC and shall conform to the standards and recommendations of the various trade institutes where applicable.

1.04 SUBMITTALS

1. Provide:
 - a. Manufacturer's technical data.
 - b. Application or installation instructions.
2. Provide schedule of installation as part of this requirement.
3. Provide samples and manufacturer's literature for all products used on this project.
4. Provide certificates signed by the manufacturer certifying that installers comply with specified requirements.
5. All bidders shall submit information of not less than three (3) projects of similar size and complexity to include:
 - a. Project name and location.
 - b. Products installed.
 - c. Date of completion.
 - d. Owner's contact name and telephone number.
6. Provide maintenance data for O&M (Operations and Maintenance) Manuals.
7. Provide warranty information to be turned over to TXDPS at Substantial Completion.



1.05 SCHEDULING

1. All field work installations at the listed location shall be scheduled to facilitate continued facility usage as required by the TXDPS.
2. Prior approval must be received from local TXDPS staff if scheduled project tasks may impact regular TXDPS facility operational schedule.

1.06 Special considerations

1. Even if it is not anticipated, the contractor may be required to shut down operations during the project for an unforeseen State of Texas emergency. In this event, the contractor will be required to finish any open work, secure the site staging area, and evacuate his/her personnel as safely but as quickly as possible from the property. Notification to return to work will be issued as soon as possible from authorized TXDPS personnel.
2. Any Propane tanks, gas cylinders or other flammable/hazardous materials must be secured and stored in a safe industry acceptable manner when in use or when they are being stored for future use at this or any TXDPS facility. Storage locations and quantities are to be identified to the affected Building Manager for the duration of the contract.
3. Contractor vehicles used for transport of personnel or materials shall be locked with the emergency brake set and the ignition key removed when left unattended. Parking or storage must be located only in approved areas determined by the local building manager. TXDPS shall not be responsible for damage by others to Contractor Personal vehicles left on the project site. Any vehicle or equipment without an ignition key starter shall be rendered inoperable if left overnight. Also, any Vehicle or large equipment with a common industrial type of ignition source shall be rendered inoperable if left overnight. Security and safety of tools or equipment shall be the responsibility of the contractor during work and after regular business hours. Items such as ladders must be removed and secured prohibiting unauthorized access to the facility.
4. The facility shall not be left open by removal of any building component without prior knowledge of the TXDPS Building Manager. All removed openings are to be left secure with new products at the end of each work day or reasonably secured with 3/4" plywood or industry standard plugs. Temporary fillers must be cut to size and screwed securely into the opening in the event new component material need to be altered if the first attempt fails to fit an opening.
5. Contractor will be required to provide operation demonstration to the identified staff for future maintenance needs along with other information on warranty, maintenance manuals or other related details. Warranty information is subject to approval by TXDPS General Counsel. Counsel may advise as to the warranty details that are not in compliance to state law or must be changed not to violate agency policy.
6. Work will be performed in secure facilities in each Region. Contract work crews are subject to Background checks prior to allowing access to these facilities. This includes **all** workers associated with the contractor or their respective sub- contractors.
7. Documents will be provided to the primary contractor for distribution to their affected personnel or sub-contractors. 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 in secure TXDPS facilities. Nondisclosure statements may be required when working on or within certain TXDPS locations.

END OF SUMMARY OF WORK

TXDPS Headquarters Campus
Building A, A240, IT Basement Level
5805 N. Lamar Blvd
Austin, Texas



April 11, 2016

Schedule of Attachments:

- Attachment A: Section 02 41 19 – Selective Demolition**
- Attachment B: Section 07 21 00 – Building Insulation**
- Attachment C: Section 08 14 00 - Flush Wood Doors**
- Attachment D: Section 08 71 00 - Door Hardware & Schedule**
- Attachment E: Section 09 22 16 - Non-Structural Metal Framing**
- Attachment F: Section 09 29 00 - Gypsum Board**
- Attachment G: Section 09 51 13 - Acoustical Ceiling Grid and Tiles**



PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolishing designated building equipment and fixtures.
2. Demolishing designated construction.
3. Cutting and alterations for completion of the Work.
4. Removing designated items for reuse and TXDPS' retention.
5. Protecting items designated to remain.
6. Removing demolished materials.

1.2 SUBMITTALS

A. Requirements for submittals. As specified.

B. Demolition Schedule: Indicate overall schedule and interruptions required for utility and building services.

1.3 CLOSEOUT SUBMITTALS

A. Requirements for submittals. As specified.

B. Project Record Documents: Accurately record actual locations of capped utilities, concealed utilities discovered during demolition, and subsurface obstructions.

C. Operation and Maintenance Data: Submit description of system, inspection data, and parts lists.

1.4 QUALITY ASSURANCE

A. Conform to applicable code for demolition work, dust control, products requiring electrical disconnection and re-connection.

B. Conform to applicable code for procedures when hazardous or contaminated materials are discovered.

C. Obtain required permits from authorities having jurisdiction.

1.5 PRE-INSTALLATION MEETINGS

A. Project Meetings: Pre-installation meeting. As specified.

B. Convene minimum one week prior to commencing work of this section.

1.6 SEQUENCING

A. Summary of Work: Requirements for sequencing. As specified.

B. Sequence activities in the following order and stages.

1. Coordinate with TXDPS and Architect order of work.

1.7 SCHEDULING

A. Schedule Work to coincide with hazardous materials and other trades on site.

B. Cooperate with TXDPS in scheduling noisy operations and waste removal that may impact TXDPS operation and in adjoining spaces.

C. Coordinate utility and building service interruptions with TXDPS.

1. Do not disable or disrupt building fire or life safety systems without seven days prior written notice to TXDPS.

2. Schedule tie-ins to existing systems to minimize disruption.

1.8 PROJECT CONDITIONS

A. Conduct demolition to minimize interference with adjacent and occupied building areas.

B. Cease operations immediately if structure appears to be in danger and notify Architect/Engineer. Do not resume operations until directed.

C. Notify Architect upon discovery of unknown hazardous materials.

D. Refer to Asbestos and Lead Abatement Specifications for known hazardous materials.

PART 2 PRODUCTS

Not Used.



PART 3 EXECUTION

3.1 PREPARATION

- A. Notify affected utility companies before starting work and comply with their requirements.
- B. Mark location and termination of utilities.
- C. Erect, and maintain temporary barriers and security devices, including warning signs and lights, and similar measures, for protection of the public, TXDPS, and existing improvements indicated to remain.
- D. Erect and maintain weatherproof closures for exterior openings.
- E. Erect and maintain temporary partitions to prevent spread of dust, odors, and noise to permit continued TXDPS occupancy.
- F. Prevent movement of structure; provide temporary bracing and shoring required to ensure safety of existing structure.
- G. Provide appropriate temporary signage including signage for exit or building egress.
- H. Do not close or obstruct building egress path.

3.2 SALVAGE REQUIREMENTS

- A. Coordinate with TXDPS to identify building components and equipment required to be removed and delivered to TXDPS.
- B. Tag components and equipment TXDPS designates for salvage.
- C. Protect designated salvage items from demolition operations until items can be removed.
- D. Carefully remove building components and equipment indicated to be salvaged.
- E. Disassemble as required to permit removal from building.
- F. Package small and loose parts to avoid loss.
- G. Mark equipment and packaged parts to permit identification and consolidation of components of each salvaged item.
- H. Prepare assembly instructions consistent with disassembled parts. Package assembly instructions in protective envelope and securely attach to each disassembled salvaged item.
- I. Deliver salvaged items to TXDPS. Obtain signed receipt from TXDPS.

3.3 DEMOLITION

- A. Conduct demolition to minimize interference with adjacent and occupied building areas.
- B. Maintain protected egress from and access to adjacent existing buildings at all times.
- C. Do not close or obstruct roadways or sidewalks without permits.
- D. Cease operations immediately when structure appears to be in danger and notify TXDPS.
- E. Disconnect and remove selected utilities within demolition areas.
- F. Cap and identify abandoned utilities at termination points when utility is not completely removed. Annotate Record Drawings indicating location and type of service for capped utilities remaining after demolition.
- G. Demolish in orderly and careful manner. Protect existing improvements, supporting structural members.
- H. Carefully remove building components indicated to be reused.
 - 1. Disassemble components as required to permit removal.
 - 2. Package small and loose parts to avoid loss.
 - 3. Mark components and packaged parts to permit reinstallation.
 - 4. Store components, protected from construction operations, until reinstalled.
- I. Remove demolished materials from site except where specifically noted otherwise. Do not burn or bury materials on site.
- J. Remove materials as Work progresses. Upon completion of Work, leave areas in clean condition.
- K. Remove temporary Work.

END OF SECTION 02 41 19



Attachment B: SECTION 07 21 00 - BUILDING INSULATION

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Batt thermal insulation at ceiling – see attached drawing.
- B. Sound batt insulation at interior walls as indicated on floor plan – see section 2.3.A below.

1.2 RELATED SECTIONS

- A. Section 05 12 00 – Structural Steel Framing
- B. Section 09 20 60 – Gypsum Board Systems

1.3 REFERENCES

- A. ASTM International Inc. (ASTM):
 1. ASTM C165 - Test Method for Measuring Compressive Properties of Thermal Insulations.
 2. ASTM C411 - Test Method for Hot-Surface Performance of High-Temperature Thermal Insulation.
 3. ASTM C612 - Specification for Mineral Fiber Block and Board Thermal Insulation.
 4. Light Frame Construction and Manufactured Housing; 2001.
 5. ASTM C764 - Specification for Mineral Fiber Loose-Fill Thermal Insulation.
 6. ASTM C1015 - Practice for Installation of Cellulosic and Mineral Fiber Loose-Fill Thermal Insulation.
 7. ASTM C1104 - Test Method for Determining the Water Vapor Sorption of Unfaced Mineral Fiber Insulation.
 8. ASTM C1304 - Standard Test Method for Assessing the Odor Emission of Thermal Insulation Materials.
 9. ASTM C1320 - Standard Practice for Installation of Mineral Fiber Batt and Blanket Thermal Insulation.
 10. ASTM C1338 - Standard Test Method for Determining Fungi Resistance of Insulation Materials and Facings.
 11. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2001.
 12. ASTM E96 - Test Methods for Water Vapor Transmission of Materials.
 13. ASTM E119, - Test Methods for Fire Tests of Building Construction and Materials.
 14. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace at 750 Degrees C; 1999.
 15. ASTM E970 - Critical Radiant Flux of Exposed Attic Floor Insulation Using a Radiant Heat Energy Source.

1.4 SUBMITTALS

- A. Submit under provisions of Division 1.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 1. Test data showing compliance of products with specified requirements.
 2. Preparation instructions and recommendations.
 3. Storage and handling requirements and recommendations.
 4. Installation methods.

1.5 QUALITY ASSURANCE

- A. Source Limitations: Obtain each type of building insulation through one source.
- B. Fire-Test-Response Characteristics: Provide insulation and related materials with the fire-test-response characteristics indicated, as determined by testing identical products per test method indicated below by UL or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify materials with appropriate markings of applicable testing and inspecting agency.
 1. Surface-Burning Characteristics: ASTM E84.
 2. Fire-Resistance Ratings: ASTM E119.
 3. Combustion Characteristics: ASTM E136.



1.6 DELIVERY, STORAGE AND HANDLING

- A. Protect insulation materials from physical damage and from deterioration by moisture, soiling, and other sources. Store inside and in a dry location. Comply with manufacturer's written instructions for handling, storing, and protecting during installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Johns-Manville International, Inc. (JM), PO Box 5108, Denver, CO 80217. ASD. Tel: (800) 654-3103. Fax: (303) 978-2318. www.jm.com.
- B. Or approved Equal.

2.2 INSULATING MATERIALS - GENERAL

- A. General: Provide insulating materials that comply with requirements and with referenced standards.
 - 1. Preformed Units: Sizes to fit applications indicated; selected from manufacturer's standard thicknesses, widths, and lengths.

2.3 FORMALDEHYDE-FREE INSULATING MATERIALS

- A. Formaldehyde-Free Unfaced Glass-Fiber Batt Thermal and Acoustic Insulation: Equal to JM Formaldehyde-Free Fiber Glass Sound Control Insulation; ASTM C665, Type I; with maximum flame-spread and smoke-developed indices of 25 and 50, respectively; and of the following properties:
 - 1. Thermal Resistance (R-Value): 13.
 - 2. Combustion Characteristics: Passes ASTM E136.
 - 3. Thickness: R-13, 3-5/8 inches.
 - 4. Thickness: Minimum 3-1/2 " thick or as required (to achieve required overall STC rating of 49).

2.4 INSULATION ACCESSORIES

- A. Tape: Self-adhesive vapor retarder tape with flame spread index of 25 or less, smoke developed index of 50 or less.
- B. Fasteners: Type recommended by insulation manufacturer for application.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions for compliance with requirements for Sections in which substrates and related work are specified and other conditions affecting performance.
- B. Verify insulation materials, adjacent materials, and substrates are dry and ready to receive insulation and adhesives.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of substances harmful to insulations or vapor retarders, including removing projections capable of puncturing vapor retarders or of interfering with insulation attachment.

3.3 INSTALLATION, GENERAL

- A. Comply with insulation manufacturer's written instructions applicable to products and application indicated.
- B. Install insulation that is undamaged, dry, and unsoiled and that has not been left exposed at any time to ice and snow.
- C. Extend insulation in thickness indicated to envelop entire area to be insulated. Cut and fit tightly around obstructions and fill voids with insulation. Remove projections that interfere with placement.
- D. Water-Piping Coordination: If water piping is located on the inside of insulated exterior walls, coordinate location of piping placing it on the interior side of the wall with the insulation installed between the exterior side of the wall and the water pipe.



3.4 INSTALLATION OF GENERAL BUILDING INSULATION

- A. Seal joints between closed-cell (non-breathing) insulation units by applying adhesive, mastic, or sealant to edges of each unit to form a tight seal as units are shoved into place. Fill voids in completed installation with adhesive, mastic, or sealant as recommended by insulation manufacturer.
- B. Install glass-fiber blankets in cavities formed by framing members according to the following requirements:
 - 1. Use blanket widths and lengths that fill the cavities formed by framing members. If more than one length is required to fill cavity, provide lengths that will produce a snug fit between ends.
 - 2. Place blankets in cavities formed by framing members to produce a friction fit between edges of insulation and adjoining framing members.
 - 3. For metal-framed wall cavities where cavity heights exceed 96 inches (2438 mm), support unfaced blankets mechanically and support faced blankets by taping stapling flanges to flanges of metal studs.
- C. Sound Insulation Installation: Install sound insulation where indicated in sound rated assemblies. Maintain acoustical rating of assembly.
- D. Schedule
 - 1. Install R-13 unfaced batt insulation in 3-5/8" inch interior metal stud walls.
 - 2. All walls with sound attenuation batts which do not extend to underside of deck above, shall have a sound attenuation blanket extend 48" on both sides of the partition.

3.5 PROTECTION

- A. Protect installed insulation from damage due to harmful weather exposures, physical abuse, and other causes. Provide temporary coverings or enclosures where insulation is subject to abuse and cannot be concealed and protected by permanent construction immediately after installation.
- B. Call for inspection by Architect prior to closing walls for review of insulation installation. Correct all items cited by Architect prior to continuing with work of other sections.
- C. Remove and replace installed insulation that has been damaged or is wet, with new insulation prior to closing wall.

END OF SECTION 07 21 00 - BUILDING INSULATION



Attachment C: Section 08 14 00 - Flush Wood Doors

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Solid core veneer-faced doors.
 - 2. Factory finishing.

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference to be determined.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of door. Include details of core and edge construction [, louvers,] and trim for openings. [Include factory-finishing specifications.]
- C. Shop Drawings: Indicate location, size, and hand of each door; elevation of each kind of door; construction details not covered in Product Data; and the following:
 - 1. Dimensions and locations of blocking.
 - 2. Dimensions and locations of cylinder and holes for hardware.
 - 3. Dimensions and locations of cutouts.
 - 4. Undercuts.
 - 5. Requirements for veneer matching.
 - 6. Doors to be factory finished and finish requirements.
- D. Samples for Initial Selection: For factory-finished doors.
- E. Samples for Verification:
 - 1. Factory finishes applied to actual door face materials, approximately 8 by 10 inches (200 by 250 mm), for each material and finish.[For each wood species and transparent finish, provide set of three samples showing typical examples of color and grain to be expected in finished work.]
 - 2. Provide construction samples of doors, approximately 5 by 5 inches (125 by 125 mm), with door faces and vertical edges representing actual construction to be used.
 - 3. Frames for light openings, minimum 6 inches (150 mm) long, for each material, type, and finish required.

1.5 INFORMATIONAL SUBMITTALS

- A. Sample Warranty: For special warranty.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications:
 - 1. A qualified manufacturer that is a member in good standing of the Window and Door Manufacturers Association.
- B. Product Performance: Provide documents showing compliance to the following WDMA attributes, validating the specified WDMA Performance Duty Level:
 - 1. Adhesive Bonding Durability: WDMA TM-6
 - 2. Cycle Slam: WDMA TM-7
 - 3. Hinge Loading: WDMA TM-8



4. Screw Holding: WDMA TM-10
 - a. Door Face
 - b. Vertical Door Edge
 - c. Horizontal Door Edge (applies when hardware is attached)
- 1.7 DELIVERY, STORAGE, AND HANDLING
 - A. Comply with requirements of referenced standard and manufacturer's written instructions.
 - B. Package factory-finished doors individually in manufacturer's standard plastic bags, stretch wrap, or cardboard cartons.
 - C. Mark each door on top rail with opening number used on Shop Drawings. Include manufacturer's order number and date of manufacture.
- 1.8 FIELD CONDITIONS
 - A. Environmental Limitations: Do not deliver or install doors until spaces are enclosed and weather tight, wet work in spaces is complete and dry, and HVAC system is operating and maintaining temperature between 60 and 90 deg F (16 and 32 deg C) and relative humidity between 25 and 55 percent during remainder of construction period.
- 1.9 WARRANTY
 - A. Special Warranty: Manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.
 1. Failures include, but are not limited to, the following:
 - a. Warping (bow, cup, or twist) more than 1/4 inch (6.4 mm) in a 42-by-84-inch (1067-by-2134-mm) section.
 - b. Telegraphing of core construction in face veneers exceeding 0.01 inch in a 3-inch (0.25 mm in a 76.2-mm) span.
 2. Warranty shall also include installation and finishing that may be required due to repair or replacement of defective doors.
 3. Warranty Period for Solid-Core Interior Doors: Life of installation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Marshfield DoorSystems, Inc. flush wood doors or a comparable product by one of the following:
 1. Algoma Hardwoods, Inc.
 2. Eggers Industries.
 3. Marshfield DoorSystems
 4. Mohawk Doors
- B. Source Limitations: Obtain flush wood doors from single manufacturer.

2.2 FLUSH WOOD DOORS, GENERAL

- A. Quality Standard: In addition to requirements specified, comply with WDMA I.S.1-A-11, "Architectural Wood Flush Doors."
- B. Low-Emitting Materials: Fabricate doors with adhesives and composite wood products that do not contain added urea formaldehyde.



- C. WDMA I.S.1-A Performance Grade:
 - 1. Heavy Duty unless otherwise indicated.
 - 2. Extra Heavy Duty: toilet rooms and janitor's closets.
 - a. All doors must meet specified WDMA Performance Duty Level, including face screw holding requirement. Surface applied hardware shall be installed with screws; through bolts are not acceptable.
- D. Fire Rated Wood doors: Doors complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire –protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
 - 1. Temperature Rise Limit: At vertical exist enclosures and exist passageways, provide doors that have a maximum transmitted temperature end point of not more than 250 degree F above ambient after 30 minutes of standard fire protection rating indicated.
 - 2. Cores: Provide core specified or fire-resistant composite core as needed to provide fire protection rating as indicated.
 - 3. Blocking: Provide composite blocking approved for use in doors of fire-protection ratings indicated as needed to maintain WDMA performance level and eliminate through-bolting hardware.
 - 4. Edge Construction: Category A - intumescent included in door construction.
 - 5. Pairs: Provide fire-retardant stiles that are listed and labeled for applications indicated without formed-steel edges and astragals.
 - 6. Pairs: Provide formed-steel edges and astragals with intumescent seals as required.
 - a. Provide steel edges and astragals primed for field painting.
 - b. Provide veneer wrapped steel edges and astragals. Veneer shall be same specie as face.
 - c. Finish steel edges and astragals with baked enamel, color as selected from manufacturer's standard offering.
 - d. Provide stainless steel edges and astragals.
- E. Acoustic Rated Wood Doors – STC 42
 - 1. Provide core indicated or special construction core as required to meet STC rating indicated on door schedule. All STC ratings must be tested as operable.
 - 2. Provide gasketing and door shoe as required to meet manufacturers tested acoustic rating.
 - 3. Hollow metal frames shall be fully grouted or packed with mineral wool where acoustic rated wood doors are installed.
 - 4. The Sound Transmission Class (STC) specified shall be certified by the manufacturer to be based on tests conducted at an independent testing agency in accordance with ASTM E90-90 and E413-87.

2.3 VENEER-FACED DOORS FOR TRANSPARENT FINISH

- A. Interior Solid-Core Doors
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Marshfield DoorSystems; "Signature Series" or a comparable product by one of the following:
 - a. Algoma Hardwoods.
 - b. Eggers Industries.
 - c. Mohawk Doors
 - 2. Veneer Grade: AA
 - 3. Species: Select white birch
 - 4. Cut: Rotary cut



5. Match between Veneer Leaves: Book match.
6. Assembly of Veneer Leaves on Door Faces: Running match.
7. Exposed Vertical Edges: Veneer of same species as face, bonded to structural composite lumber, concealing edges for crossband
8. Horizontal Edges: Structural composite lumber. Bond smooth PVC edgeband to structural composite lumber, providing cleanable surface.
9. Core: Wood-based Particleboard
10. Construction: Five plies. Stiles and rails are bonded to core, and then entire unit is abrasive planed before veneering.
11. WDMA I.S.1-A Performance Grade: As specified in Article 2.2.

2.4 FABRICATION

- A. Factory fit doors to suit frame-opening sizes indicated. Comply with clearance requirements of referenced quality standard for fitting unless otherwise indicated.
- B. Factory machine doors for hardware that is not surface applied. Locate hardware to comply with DHI-WDHS-3. Comply with final hardware schedules, door frame Shop Drawings, BHMA-156.115-W, and hardware templates.
 1. Coordinate with hardware in metal frames to verify dimensions and alignment before factory machining.

2.5 SHOP PRIMING

- A. Doors for Transparent Finish: Factory finish door faces and vertical stile edges with stain.

2.6 FACTORY FINISHING

- A. General: Comply with referenced quality standard for factory finishing. Complete fabrication, including fitting doors for openings and machining for hardware that is not surface applied, before finishing.
 1. Finish faces and vertical edges, seal top and bottom edges as required for warranty purposes.
- B. Factory finish for all new doors in this project are indicated to receive transparent finish.
- C. Transparent Finish:
 1. Grade: Premium.
 2. Finish: Manufacturer's standard UV cured polyurethane, equal to WDMA TR-6 catalyzed polyurethane.
 3. Staining: As selected by TXDPS from manufacturer's full range.
 4. Sheen: Satin.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine doors and installed door frames, with Installer present, before hanging doors.
 1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs. Any deficiencies must be corrected prior to door installation.
 2. Reject doors with defects.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. Hardware: For installation, see [Section 087100 "Door Hardware."] [Section 087111 "Door Hardware (Descriptive Specification)."]



- B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard.
- C. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer. Machine doors for hardware. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.
 - 1. Clearances: Provide 1/8 inch (3.2 mm) at heads, jambs, and between pairs of doors. Provide 1/8 inch (3.2 mm) from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide 1/4 inch (6.4 mm) from bottom of door to top of threshold unless otherwise indicated.
 - 2. Bevel non-fire-rated doors 1/8 inch in 2 inches (3-1/2 degrees) at lock and hinge edges.
 - 3. Trim bottom rail only to extent permitted by labeling agency.
- D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.
- E. Factory-Finished Doors: Do not trim factory finished doors for width.

3.3 ADJUSTING

- A. Operation: Correct any deficiency that prohibits the door from swinging or operating freely. Do not remove hinge screws after initial insertion. Shims used for alignment purposes must be inserted between hinge and frame. Do not insert shims between hinge and door.
- B. To prevent stile failure, insure that door closers are properly adjusted and do not limit the door opening swing. Limit door opening swing only with a properly located stop.
- C. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if Work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 081416 Flush Wood Doors



Attachment D: SECTION 08 71 00 Door Hardware

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Hardware for hollow metal and wood doors.
- B. Thresholds.
- C. Weatherstripping, seals and door gaskets.

1.2 RELATED SECTIONS

- A. Section 08 21 00 – Wood Doors

1.3 REFERENCES

- A. ANSI/ICC A117.1 - American National Standard for Accessible and Usable Buildings and Facilities; International Code Council; 1998.
- B. AWI - Architectural Woodwork Institute
- C. BHMA A156.1 - American National Standard for Butts and Hinges; Builders Hardware Manufacturers Association, Inc.; 2000 (ANSI/BHMA A156.1).
- D. DHI; Door and Hardware Institute; current edition.
- E. NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association; 1999.
- F. NFPA 101 - Code for Safety to Life from Fire in Buildings and Structures; National Fire Protection Association; 2000.
- G. SDI - Steel Door Institute
- H. UBC Std 7-2, Part II - Test Standard for Smoke- and Draft-control Assemblies; International Conference of Building Officials; 1997.
- I. UL (BMD) - Building Materials Directory; Underwriters Laboratories Inc.; current edition.

1.4 SUBMITTALS

- A. See Scope of work requirements.

1.6 WARRANTY

- A. Refer to Conditions of the Contract.
- B. Manufacturer's Warranty:
 - 1. Closers: Ten (10) years.
 - 2. Locksets and Cylinders: Three (3) years
 - 3. All other hardware: Two (2) years

PART 2 PRODUCTS

2.1 GENERAL REQUIREMENTS FOR DOOR HARDWARE PRODUCTS

- A. Provide products that comply with the following:
 - 1. Applicable provision of Federal, State, and local codes.
 - 2. ANSI/ICC A117.1, American National Standard for accessible and usable Buildings and Facilities.
 - 3. Applicable provisions of NFPA 101, Life Safety code.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install hardware in accordance with manufacturer's instructions and applicable codes.
- B. Use templates provided by hardware item manufacturer.
- C. Install hardware on fire-rated doors and frames in accordance with code and NFPA 80.
- D. Mounting heights for hardware from finished floor to center line of hardware item:
 - 1. For steel doors and frames: Comply with DHI "Recommended Locations for Architectural Hardware for Steel Doors and Frames."

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- 3.2 ADJUSTING
 - A. Adjust hardware for smooth operation.
- 3.3 PROTECTION OF FINISHED WORK
 - A. Protect finished Work.
 - B. Do not permit adjacent work to damage hardware or finish.
- 3.4 HARDWARE SCHEDULE:
 - Finish: DULL CHROME (US26D)
 - Keying: MASTER KEY & KEY AS DIRECTED. FURNISH FOUR MASTERKEYS
 - Core cylinders: Sargent XC series with 6 pins

END OF SECTION: 08 71 00 Door Hardware



Attachment E: SECTION 092216 - NON-STRUCTURAL METAL FRAMING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

1.02 SUMMARY

- A. Section Includes:
 - 1. Non-load-bearing steel framing systems for interior gypsum board assemblies.
 - 2. Suspension systems for interior gypsum ceilings, soffits, and grid systems.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For fire-resistance-rated assemblies that incorporate non-load-bearing steel framing, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated, according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.02 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 754 for conditions indicated.
 - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
 - 2. Protective Coating: ASTM A 653/A 653M, G60, hot-dip galvanized unless otherwise indicated.
- B. Studs and Runners: ASTM C 645.
 - 1. Steel Studs and Runners:
 - a. Minimum Base-Metal Thickness: As indicated on Drawings 0.027 inch.
 - b. Depth: As indicated on Drawings.
- C. Slip-Type Head Joints: Where indicated, provide the following:
 - 1. Single Long-Leg Runner System: ASTM C 645 top runner with 2-inch-deep flanges in thickness not less than indicated for studs, installed with studs friction fit into top runner and with continuous bridging located within 12 inches of the top of studs to provide lateral bracing.
- D. Firestop Tracks: Top runner manufactured to allow partition heads to expand and contract with movement of the structure while maintaining continuity of fire-resistance-rated assembly indicated; in thickness not less than indicated for studs and in width to accommodate depth of studs.
- E. Flat Strap and Backing Plate: Steel sheet for blocking and bracing in length and width indicated.
 - 1. Minimum Base-Metal Thickness: 0.027 inch.
- F. Cold-Rolled Channel Bridging: Steel, 0.053-inch minimum base-metal thickness, with minimum 1/2-inch-wide flanges.
 - 1. Depth: 1-1/2 inches.
 - 2. Clip Angle: Not less than 1-1/2 by 1-1/2 inches, 0.068-inch-thick, galvanized steel.



- G. Hat-Shaped, Rigid Furring Channels: ASTM C 645.
 - 1. Minimum Base-Metal Thickness: 0.018 inch.
 - 2. Depth: As indicated on Drawings.
- H. Resilient Furring Channels: 1/2-inch- deep, steel sheet members designed to reduce sound transmission.
 - 1. Configuration: Asymmetrical or hat shaped.
- I. Cold-Rolled Furring Channels: 0.053-inch uncoated-steel thickness, with minimum 1/2-inch- wide flanges.
 - 1. Depth: As indicated on Drawings.
 - 2. Furring Brackets: Adjustable, corrugated-edge type of steel sheet with minimum uncoated-steel thickness of 0.033 inch.
 - 3. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch-diameter wire, or double strand of 0.048-inch- diameter wire.
- J. Z-Shaped Furring: With slotted or non-slotted web, face flange of 1-1/4 inches, wall attachment flange of 7/8 inch, minimum uncoated-metal thickness of 0.018 inch, and depth required to fit insulation thickness indicated.

2.03 SUSPENSION SYSTEMS

- A. Tie Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.062-inch- diameter wire, or double strand of 0.048-inch- diameter wire.
- B. Hanger Attachments to Concrete:
 - 1. Anchors: Fabricated from corrosion-resistant materials with holes or loops for attaching wire hangers and capable of sustaining, without failure, a load equal to 5 times that imposed by construction as determined by testing according to ASTM E 488 by an independent testing agency.
 - a. Type: Post-installed, chemical anchor or Post-installed, expansion anchor.
 - 2. Powder-Actuated Fasteners: Suitable for application indicated, fabricated from corrosion-resistant materials with clips or other devices for attaching hangers of type indicated, and capable of sustaining, without failure, a load equal to 10 times that imposed by construction as determined by testing according to ASTM E 1190 by an independent testing agency.
- C. Wire Hangers: ASTM A 641/A 641M, Class 1 zinc coating, soft temper, 0.16 inch in diameter.
- D. Carrying Channels: Cold-rolled, commercial-steel sheet with a base-metal thickness of 0.053 inch and minimum 1/2-inch- wide flanges.
 - 1. Depth: 2-1/2 inches unless otherwise indicated.
- E. Furring Channels (Furring Members):
 - 1. Hat-Shaped, Rigid Furring Channels: ASTM C 645, 7/8 inch deep.
 - a. Minimum Base-Metal Thickness: 0.018 inch
 - 2. Resilient Furring Channels: 1/2-inch- deep members designed to reduce sound transmission.
 - a. Configuration: Asymmetrical or hat shaped.



2.04 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that comply with referenced installation standards.
 - 1. Fasteners for Metal Framing: Of type, material, size, corrosion resistance, holding power, and other properties required to fasten steel members to substrates.
- B. Isolation Strip at Exterior Walls: Provide one of the following:
 - 1. Asphalt-Saturated Organic Felt: ASTM D 226, Type I (No. 15 asphalt felt), nonperforated.
 - 2. Foam Gasket: Adhesive-backed, closed-cell vinyl foam strips that allow fastener penetration without foam displacement, 1/8 inch thick, in width to suit steel stud size.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.

3.03 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
 - 1. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- C. Install bracing at terminations in assemblies.
- D. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

3.04 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacing indicated, but not greater than spacing required by referenced installation standards for assembly types.
 - 1. Single-Layer Application: 16 inches o.c. unless otherwise indicated.
 - 2. Multilayer Application: 16 inches o.c. unless otherwise indicated.
 - 3. Tile Backing Panels: 16 inches o.c. unless otherwise indicated.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks (runners) at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts penetrating partitions above ceiling.



1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install runner track section (for cripple studs) at head and secure to jamb studs.
 - a. Install two studs at each jamb unless otherwise indicated.
 - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch clearance from jamb stud to allow for installation of control joint in finished assembly.
 - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
 4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
 - a. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
 5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
- E. Direct Furring:
1. Screw to wood framing.
 2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches O.C.
- F. Z-Furring Members:
1. Erect insulation, specified in Section 072100 "Thermal Insulation," vertically and hold in place with Z-furring members spaced 24 inches O.C.
 2. Except at exterior corners, securely attach narrow flanges of furring members to wall with concrete stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches O.C.
 3. At exterior corners, attach wide flange of furring members to wall with short flange extending beyond corner; on adjacent wall surface, screw-attach short flange of furring channel to web of attached channel. At interior corners, space second member no more than 12 inches from corner and cut insulation to fit.
- G. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch from the plane formed by faces of adjacent framing.
- ### 3.05 INSTALLING SUSPENSION SYSTEMS
- A. Install suspension system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
1. Hangers: 48 inches O.C.
 2. Carrying Channels (Main Runners): 48 inches O.C.
 3. Furring Channels (Furring Members): 16 inches O.C.



- B. Isolate suspension systems from building structure where they abut or are penetrated by building structure to prevent transfer of loading imposed by structural movement.
- C. Suspend hangers from building structure as follows:
 - 1. Install hangers plumb and free from contact with insulation or other objects within ceiling plenum that are not part of supporting structural or suspension system.
 - a. Splay hangers only where required to miss obstructions and offset resulting horizontal forces by bracing, countersplaying, or other equally effective means.
 - 2. Where width of ducts and other construction within ceiling plenum produces hanger spacing that interfere with locations of hangers required to support standard suspension system members, install supplemental suspension members and hangers in the form of trapezes or equivalent devices.
 - a. Size supplemental suspension members and hangers to support ceiling loads within performance limits established by referenced installation standards.
 - 3. Wire Hangers: Secure by looping and wire tying, either directly to structures or to inserts, eye screws, or other devices and fasteners that are secure and appropriate for substrate, and in a manner that will not cause hangers to deteriorate or otherwise fail.
 - 4. Do not attach hangers to steel roof deck.
 - 5. Do not attach hangers to rolled-in hanger tabs of composite steel floor deck.
 - 6. Do not connect or suspend steel framing from ducts, pipes, or conduit.
- D. Fire-Resistance-Rated Assemblies: Wire tie furring channels to supports.
- E. Grid Suspension Systems: Attach perimeter wall track or angle where grid suspension systems meet vertical surfaces. Mechanically join main beam and cross-furring members to each other and butt-cut to fit into wall track.
- F. Installation Tolerances: Install suspension systems that are level to within 1/8 inch in 12 feet measured lengthwise on each member that will receive finishes and transversely between parallel members that will receive finishes.

END OF SECTION 092216 NON-STRUCTURAL METAL FRAMING



Attachment F: Section 092900 – GYPSUM BOARD

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

1.02 SUMMARY

A. Section Includes:

- 1. Interior gypsum board.
- 2. Acoustically enhanced composite gypsum panels – Sound deadening Gypsum board.

B. Related Requirements:

- 1. Section 092216 "Non-Structural Metal Framing" for non-structural framing and suspension systems that support gypsum board panels.
- 2. Section 092116.23 "Gypsum Board Shaft Wall Assemblies" for metal shaft-wall framing, gypsum shaft liners, and other components of shaft-wall assemblies.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against weather, condensation, direct sunlight, construction traffic, and other potential causes of damage. Stack panels flat and supported on risers on a flat platform to prevent sagging.

1.05 FIELD CONDITIONS

- A. Environmental Limitations: Comply with ASTM C 840 requirements or gypsum board manufacturer's written recommendations, whichever are more stringent.
- B. Do not install paper-faced gypsum panels until installation areas are enclosed and conditioned.
- C. Do not install panels that are wet, those that are moisture damaged, and those that are mold damaged.
 - 1. Indications that panels are wet or moisture damaged include, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Fire-Resistance-Rated Assemblies: For fire-resistance-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 119 by an independent testing agency.
- B. STC-Rated Assemblies: For STC-rated assemblies, provide materials and construction identical to those tested in assembly indicated according to ASTM E 90 and classified according to ASTM E 413 by an independent testing agency.

2.02 GYPSUM BOARD, GENERAL

- A. Size: Provide maximum lengths and widths available that will minimize joints in each area and that correspond with support system indicated.

2.03 INTERIOR GYPSUM BOARD

- A. Gypsum Wallboard: ASTM C 1396/C 1396M.
- B. Gypsum Board, Type X: ASTM C 1396/C 1396M.
 - 1. Thickness: 5/8 inch.
 - 2. Long Edges: Tapered.



2.04 SOUND ATTENUATING GYPSUM BOARD

A. Acceptable Manufacturers

1. CertainTeed Gypsum, Inc.
 - a. Basis of Design: CertainTeed SilentFX® QuickCut Gypsum Board OR EQUAL.
 1. Laminated noise-reducing gypsum board consisting of two layers of dense gypsum board encased in smooth, moisture and mold resistant paper facings laminated together with a viscoelastic polymer compound. Meeting ASTM C1766 and ASTM C1396.
2. Type and Thickness: Type X (where required by fire rating), 5/8 inch (15.9 mm) thick
3. Size: 48 by not less than 96 inches (1220 by not less than 2440 mm) longest length possible to minimize joints.
4. Surface Paper: 100% recycled moisture and mold resistant paper on face, back and long edges.
5. Mold Resistance Rating:
 - a. Score of 10 (best possible) tested in accordance with ASTM D3273

B. Acoustical Sealant

1. Acceptable Manufacturers
 - a. Green Glue Company OR EQUAL
 1. Basis of Design: Green Glue Noiseproofing Sealant

2.05 TRIM ACCESSORIES

A. Interior Trim: ASTM C 1047.

1. Material: Galvanized or aluminum-coated steel sheet or rolled zinc.
 2. Shapes:
 - a. Cornerbead.
 - b. Bullnose bead.
 - c. LC-Bead: J-shaped; exposed long flange receives joint compound.
 - d. L-Bead: L-shaped; exposed long flange receives joint compound.
 - e. U-Bead: J-shaped; exposed short flange does not receive joint compound.
 - f. Expansion (control) joint.
- ### B. Aluminum Trim: Extruded accessories of profiles and dimensions indicated.
1. Aluminum: Alloy and temper with not less than the strength and durability properties of ASTM B 221, Alloy 6063-T5.
 2. Finish: Corrosion-resistant primer compatible with joint compound and finish materials specified.

2.07 JOINT TREATMENT MATERIALS

A. General: Comply with ASTM C 475/C 475M.

B. Joint Tape:

1. Interior Gypsum Board: Paper.
2. Glass-Mat Gypsum Sheathing Board: 10-by-10 glass mesh.
3. Tile Backing Panels: As recommended by panel manufacturer.

C. Joint Compound for Interior Gypsum Board: For each coat use formulation that is compatible with other compounds applied on previous or for successive coats.

1. Prefilling: At open joints, rounded or beveled panel edges, and damaged surface areas, use setting-type taping compound.
2. Embedding and First Coat: For embedding tape and first coat on joints, fasteners, and trim flanges, use setting-type taping compound.
 - a. Use setting-type compound for installing paper-faced metal trim accessories.
3. Fill Coat: For second coat, use setting-type, sandable topping compound.
4. Finish Coat: For third coat, use drying-type, all-purpose compound.



5. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.
- D. Joint Compound for Tile Backing Panels:
1. Cementitious Backer Units: As recommended by backer unit manufacturer.
- 2.08 AUXILIARY MATERIALS
- A. General: Provide auxiliary materials that comply with referenced installation standards and manufacturer's written recommendations.
- B. Laminating Adhesive: Adhesive or joint compound recommended for directly adhering gypsum panels to continuous substrate.
1. Laminating adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- C. Steel Drill Screws: ASTM C 1002, unless otherwise indicated.
1. Use screws complying with ASTM C 954 for fastening panels to steel members from 0.033 to 0.112 inch thick.
 2. For fastening cementitious backer units, use screws of type and size recommended by panel manufacturer.
- D. Sound Attenuation Blankets: ASTM C 665, Type I (blankets without membrane facing) produced by combining thermosetting resins with mineral fibers manufactured from glass, slag wool, or rock wool.
1. Fire-Resistance-Rated Assemblies: Comply with mineral-fiber requirements of assembly.
- E. Acoustical Joint Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834. Product effectively reduces airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
1. Acoustical joint sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- F. Acoustic Joint Sealant for use with High STC Interior Gypsum Board assemblies: Latex sealant, ASTM C834, Grade -18 degrees C.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Pabsco Gypsum; QuietSeal Pro.
 2. Extrudability (ASTM C1183 Method B): ≥ 2.1 g/s Extrusion Rate
 3. Artificial Weathering (ASTM C732 500 Hours): No wash-out, slump, or cracking. Also $\leq 25\%$ total bond area loss.
 4. Volume Shrinkage (ASTM C1241 Type OP): $\leq 30\%$ volume shrinkage.
 5. Low Temperature Flexibility (ASTM C734): No adhesion loss or cracking through to substrate after 500 hours.
 6. Recovery and Adhesion Loss (ASTM C736): $\geq 75\%$ recovery and $\leq 25\%$ total bond area loss.
 7. Slump (ASTM D2202): No slump observed.
 8. Stain Index (ASTM D2203): Maximum allowable stain index of 1.
 9. Surface Burning Characteristics (ASTM E84): Meets NFPA Class A Fire-Rating.
- G. Acoustic Putty Pads for use with High STC Interior Gypsum Board assemblies:
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
 - a. Pabsco Gypsum; QuietPutty.
 2. Thickness: 1/8 inch.
 3. Weight: 6 oz. per pad.
 4. Size: 7 inch by 7 inch.
 5. Density: 1 oz. per cu. inch.
 6. STC-rated: 47-63, ASTM E90



PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine areas and substrates including welded hollow-metal frames and framing, with Installer present, for compliance with requirements and other conditions affecting performance.
- B. Examine panels before installation. Reject panels that are wet, moisture damaged, and mold amaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 APPLYING AND FINISHING PANELS, GENERAL

- A. Comply with ASTM C 840.
- B. Install ceiling panels across framing to minimize the number of abutting end joints and to avoid abutting end joints in central area of each ceiling. Stagger abutting end joints of adjacent panels not less than one framing member.
- C. Install panels with face side out. Butt panels together for a light contact at edges and ends with not more than 1/16 inch of open space between panels. Do not force into place.
- D. Locate edge and end joints over supports, except in ceiling applications where intermediate supports or gypsum board back-blocking is provided behind end joints. Do not place tapered edges against cut edges or ends. Stagger vertical joints on opposite sides of partitions. Do not make joints other than control joints at corners of framed openings.
- E. Form control and expansion joints with space between edges of adjoining gypsum panels.
- F. Cover both faces of support framing with gypsum panels in concealed spaces (above ceilings, etc.), except in chases braced internally.
 - 1. Unless concealed application is indicated or required for sound, fire, air, or smoke ratings, coverage may be accomplished with scraps of not less than 8 sq. ft. in area.
 - 2. Fit gypsum panels around ducts, pipes, and conduits.
 - 3. Where partitions intersect structural members projecting below underside of floor/roof slabs and decks, cut gypsum panels to fit profile formed by structural members; allow 1/4- to 3/8-inch- wide joints to install sealant.
- G. Isolate perimeter of gypsum board applied to non-load-bearing partitions at structural abutments, except floors. Provide 1/4- to 1/2-inch- wide spaces at these locations and trim edges with edge trim where edges of panels are exposed. Seal joints between edges and abutting structural surfaces with acoustical sealant.
- H. Attachment to Steel Framing: Attach panels so leading edge or end of each panel is attached to open (unsupported) edges of stud flanges first.
- I. STC-Rated Assemblies: Seal construction at perimeters, behind control joints, and at openings and penetrations with a continuous bead of acoustical sealant. Install acoustical sealant at both faces of partitions at perimeters and through penetrations. Comply with ASTM C 919 and with manufacturer's written recommendations for locating edge trim and closing off sound-flanking paths around or through assemblies, including sealing partitions above acoustical ceilings.
 - 1. For assemblies that include High STC Interior Gypsum Board, utilize acoustic sealant designed for use with that product.
 - 2. For receptacles, junction boxes, and other penetrations or joints that are larger than 3/4 inch in assemblies that include High STC Interior Gypsum Board, utilize acoustic putty pads.
 - a. At electrical boxes, wrap the putty completely around the back side of the box.
- J. Install sound attenuation blankets before installing gypsum panels unless blankets are readily installed after panels have been installed on one side.

3.03 APPLYING INTERIOR GYPSUM BOARD

- A. Install interior gypsum board in the following locations:
 - 1. Type X: Vertical surfaces unless otherwise indicated.
 - 2. Type C: Where required for specific fire-resistance-rated assembly indicated.
- B. Single-Layer Application:



1. On ceilings, apply gypsum panels before wall/partition board application to greatest extent possible and at right angles to framing unless otherwise indicated.
 2. On partitions/walls, apply gypsum panels vertically (parallel to framing) unless otherwise indicated or required by fire-resistance-rated assembly, and minimize end joints.
 - a. Stagger abutting end joints not less than one framing member in alternate courses of panels.
 - b. At stairwells and other high walls, install panels horizontally unless otherwise indicated or required by fire-resistance-rated assembly.
 3. On Z-furring members, apply gypsum panels vertically (parallel to framing) with no end joints. Locate edge joints over furring members.
 4. Fastening Methods: Apply gypsum panels to supports with steel drill screws.
- C. Multilayer Application:
1. On ceilings, apply gypsum board indicated for base layers before applying base layers on walls/partitions; apply face layers in same sequence. Apply base layers at right angles to framing members and offset face-layer joints one framing member, 16 inches minimum, from parallel base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly.
 2. On partitions/walls, apply gypsum board indicated for base layers and face layers vertically (parallel to framing) with joints of base layers located over stud or furring member and face-layer joints offset at least one stud or furring member with base-layer joints, unless otherwise indicated or required by fire-resistance-rated assembly. Stagger joints on opposite sides of partitions.
 3. On Z-furring members, apply base layer vertically (parallel to framing) and face layer either vertically (parallel to framing) or horizontally (perpendicular to framing) with vertical joints offset at least one furring member. Locate edge joints of base layer over furring members.
 4. Fastening Methods: Fasten base layers and face layers separately to supports with screws.
- 3.05 INSTALLING TRIM ACCESSORIES
- A. General: For trim with back flanges intended for fasteners, attach to framing with same fasteners used for panels. Otherwise, attach trim according to manufacturer's written instructions.
 - B. Control Joints: Install control joints at locations indicated on Drawings and at other locations according to ASTM C 840 and in specific locations approved by Architect for visual effect.
 - C. Interior Trim: Install in the following locations:
 1. Cornerbead: Use at outside corners unless otherwise indicated.
 2. Bullnose Bead: Use where indicated.
 3. LC-Bead: Use at exposed panel edges.
 4. L-Bead: Use where indicated.
 5. U-Bead: Use where indicated.
 - D. Aluminum Trim: Install in locations indicated on Drawings.
- 3.06 FINISHING GYPSUM BOARD
- A. General: Treat gypsum board joints, interior angles, edge trim, control joints, penetrations, fastener heads, surface defects, and elsewhere as required to prepare gypsum board surfaces for decoration. Promptly remove residual joint compound from adjacent surfaces.
 - B. Prefill open joints, rounded or beveled edges, and damaged surface areas.
 - C. Apply joint tape over gypsum board joints, except for trim products specifically indicated as not intended to receive tape.
 - D. Gypsum Board Finish Levels: Finish panels to levels indicated below and according to ASTM C 840:
 1. Level 1: Ceiling plenum areas, concealed areas, and where indicated.
 2. Level 4: At panel surfaces that will be exposed to view unless otherwise indicated.
- 3.07 PROTECTION
- A. Protect adjacent surfaces from drywall compound and promptly remove from floors and other non-drywall surfaces. Repair surfaces stained, marred, or otherwise damaged during drywall application.

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- B. Protect installed products from damage from weather, condensation, direct sunlight, construction, and other causes during remainder of the construction period.
- C. Remove and replace panels that are wet, moisture damaged, and mold damaged.
 - 1. Indications that panels are wet or moisture damaged includes, but are not limited to, discoloration, sagging, or irregular shape.
 - 2. Indications that panels are mold damaged include, but are not limited to, fuzzy or splotchy surface contamination and discoloration.

END OF SECTION Section 092900 – GYPSUM BOARD



SECTION 09 51 13: ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes acoustical panels and exposed suspension systems for ceilings.
- B. Products furnished, but not installed under this Section, include anchors, clips, and other ceiling attachment devices to be cast in concrete.

1.03 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, 6 inches in size.

1.04 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Acoustical Ceiling Panels: Full-size panels equal to 2 percent of quantity installed.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver acoustical panels, suspension-system components, and accessories to Project site in original, unopened packages and store them in a fully enclosed, conditioned space where they will be protected against damage from moisture, humidity, temperature extremes, direct sunlight, surface contamination, and other causes.
- B. Before installing acoustical panels, permit them to reach room temperature and stabilized moisture content.
- C. Handle acoustical panels carefully to avoid chipping edges or damaging units in any way.

1.06 FIELD CONDITIONS

- A. Environmental Limitations: Do not install acoustical panel ceilings until spaces are enclosed and weatherproof, wet work in spaces is complete and dry, work above ceilings is complete, and ambient temperature and humidity conditions are maintained at the levels indicated for Project when occupied for its intended use.
 - 1. Pressurized Plenums: Operate ventilation system for not less than 48 hours before beginning acoustical panel ceiling installation.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Flame-Spread Index: Comply with ASTM E 1264 for Class A materials.
 - 2. Smoke-Developed Index: 450 or less.

2.02 ACOUSTICAL PANELS, GENERAL

- A. Source Limitations:
 - 1. Acoustical Ceiling Panel: Obtain each type from single source from single manufacturer.
 - 2. Suspension System: Obtain each type from single source from single manufacturer.



- B. Source Limitations: Obtain each type of acoustical ceiling panel and supporting suspension system from single source from single manufacturer.
 - C. Glass-Fiber-Based Panels: Made with binder containing no urea formaldehyde.
 - D. Acoustical Panel Standard: Provide manufacturer's standard panels of configuration indicated that comply with ASTM E 1264 classifications as designated by types, patterns, acoustical ratings, and light reflectances unless otherwise indicated.
 - 1. Mounting Method for Measuring NRC: Type E-400; plenum mounting in which face of test specimen is 15-3/4 inches away from test surface according to ASTM E 795.
 - E. Acoustical Panel Colors and Patterns: Match appearance characteristics indicated for each product type.
 - 1. Where appearance characteristics of acoustical panels are indicated by referencing pattern designations in ASTM E 1264 and not manufacturers' proprietary product designations, provide products selected by TXDPS from each manufacturer's full range that comply with requirements indicated for type, pattern, color, light reflectance, acoustical performance, edge detail, and size.
- 2.03 ACOUSTICAL PANELS ACP-1
- A. Manufacturers: Subject to compliance with requirements, provide products indicated or a comparable product by a Manufacturer acceptable to TXDPS and Architect.
 - B. Color: White.
 - C. Edge/Joint Detail: Square.
 - D. Thickness: 1/2"
 - E. Modular Size: 2'x4'
 - F. Broad Spectrum Antimicrobial Fungicide and Bactericide Treatment: Provide acoustical panels treated with manufacturer's standard antimicrobial formulation that inhibits fungus, mold, mildew, and gram-positive and gram-negative bacteria and showing no mold, mildew, or bacterial growth when tested according to ASTM D 3273 and evaluated according to ASTM D 3274 or ASTM G 21.
- 2.04 METAL SUSPENSION SYSTEMS, GENERAL
- A. Metal Suspension-System Standard: Provide manufacturer's standard direct-hung metal suspension systems of types, structural classifications, and finishes indicated that comply with applicable requirements in ASTM C 635/C 635M.
 - 1. High-Humidity Finish: Comply with ASTM C 635/C 635M requirements for "Coating Classification for Severe Environment Performance" where high-humidity finishes are indicated.
 - B. Attachment Devices: Size for five times the design load indicated in ASTM C 635/C 635M, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.
 - 1. Anchors in Concrete: Anchors of type and material indicated below, with holes or loops for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to five times that imposed by ceiling construction, as determined by testing according to ASTM E 488 or ASTM E 1512 as applicable, conducted by a qualified testing and inspecting agency.
 - a. Type: Postinstalled expansion or Postinstalled bonded anchors.
 - b. Corrosion Protection: Carbon-steel components zinc plated to comply with ASTM B 633, Class Fe/Zn 5 (0.005 mm) for Class SC 1 service condition.
 - c. Corrosion Protection: Stainless-steel components complying with ASTM F 593 and ASTM F 594, Group 1 Alloy 304 or 316 for bolts; Alloy 304 or 316 for anchor.
 - d. Corrosion Protection: Components fabricated from nickel-copper-alloy rods complying with ASTM B 164 for UNS No. N04400 alloy.
 - 2. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hangers of type indicated and with capability to sustain, without failure, a load equal to 10 times that imposed by ceiling construction, as determined by testing according to ASTM E 1190, conducted by a qualified testing and inspecting agency.



- C. Wire Hangers, Braces, and Ties: Provide wires complying with the following requirements:
1. Zinc-Coated, Carbon-Steel Wire: ASTM A 641/A 641M, Class 1 zinc coating, soft temper.
 2. Size: Select wire diameter so its stress at three times hanger design load (ASTM C 635/C 635M, Table 1, "Direct Hung") will be less than yield stress of wire, but provide not less than 0.135-inch- diameter wire.

2.05 METAL EDGE MOLDINGS AND TRIM

- A. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.
1. Provide manufacturer's standard edge moldings that fit acoustical panel edge details and suspension systems indicated and that match width and configuration of exposed runners unless otherwise indicated.
 2. For circular penetrations of ceiling, provide edge moldings fabricated to diameter required to fit penetration exactly.
 3. Shadow Molding: Where indicated, provide manufacturer's standard with ½ inch deep by 1/2 inch wide reveal.

2.06 ACOUSTICAL SEALANT

- A. Acoustical Sealant: Manufacturer's standard sealant complying with ASTM C 834 and effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies according to ASTM E 90.
1. Exposed and Concealed Joints: Nonsag, paintable, nonstaining latex sealant.
 2. Acoustical sealant shall have a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, including structural framing to which acoustical panel ceilings attach or abut, with Installer present, for compliance with requirements specified in this and other Sections that affect ceiling installation and anchorage and with requirements for installation tolerances and other conditions effecting performance of acoustical panel ceilings.
- B. Examine acoustical panels before installation. Reject acoustical panels that are wet, moisture damaged, or mold damaged.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.

3.03 INSTALLATION

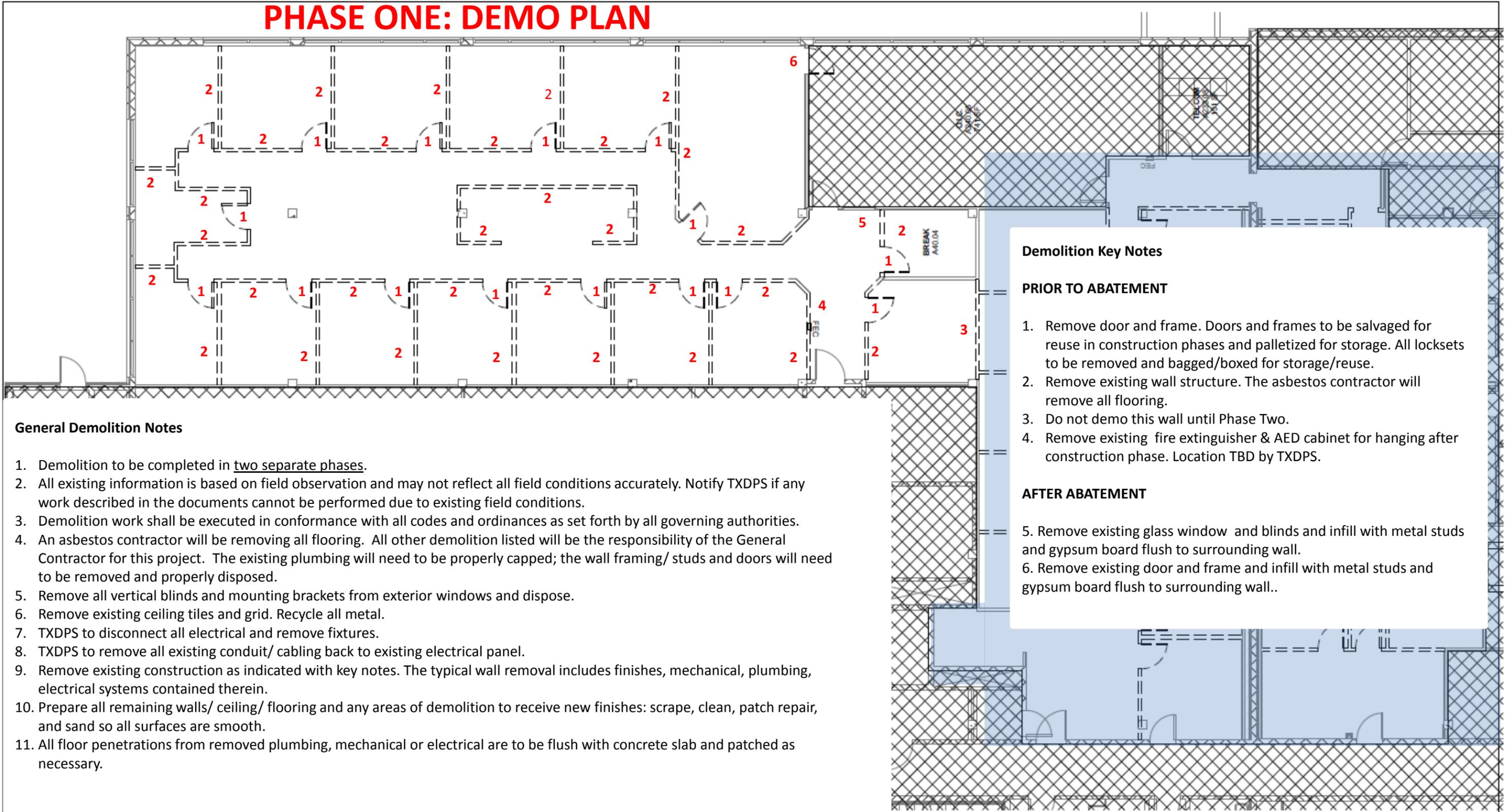
- A. General: Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Suspend ceiling hangers from building's structural members and as follows:
1. Where width of ducts and other construction within ceiling plenum produces hanger spacings that interfere with location of hangers at spacings required to support standard suspension-system members, install supplemental suspension members and hangers in form of trapezes or equivalent devices.



2. Secure wire hangers to ceiling-suspension members and to supports above with a minimum of three tight turns. Connect hangers directly either to structures or to inserts, eye screws, or other devices that are secure and appropriate for substrate and that will not deteriorate or otherwise fail due to age, corrosion, or elevated temperatures.
 3. Do not attach hangers to steel roof deck. Attach hangers to structural members.
 - C. Install edge moldings and trim of type indicated at perimeter of acoustical ceiling area and where necessary to conceal edges of acoustical panels.
 1. Apply acoustical sealant in a continuous ribbon concealed on back of vertical legs of moldings before they are installed.
 2. Screw attach moldings to substrate at intervals not more than 16 inches O.C. and not more than 3 inches from ends, leveling with ceiling suspension system to a tolerance of 1/8 inch in 12 feet. Miter corners accurately and connect securely.
 3. Do not use exposed fasteners, including pop rivets, on moldings and trim.
 - D. Install suspension-system runners so they are square and securely interlocked with one another. Remove and replace dented, bent, or kinked members.
 - E. Install acoustical panels with undamaged edges and fit accurately into suspension-system runners and edge moldings. Scribe and cut panels at borders and penetrations to provide a neat, precise fit.
 1. Arrange directionally patterned acoustical panels as follows:
 - a. As indicated on reflected ceiling plans.
 2. For square-edged panels, install panels with edges fully hidden from view by flanges of suspension-system runners and moldings.
 3. Paint cut edges of panel remaining exposed after installation; match color of exposed panel surfaces using coating recommended in writing for this purpose by acoustical panel manufacturer.
- 3.04 CLEANING
- A. Clean exposed surfaces of acoustical panel ceilings, including trim, edge moldings, and suspension-system members. Comply with manufacturer's written instructions for cleaning and touchup of minor finish damage. Remove and replace ceiling components that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

END OF SECTION 09 51 13: ACOUSTICAL PANEL CEILINGS

PHASE ONE: DEMO PLAN



General Demolition Notes

1. Demolition to be completed in two separate phases.
2. All existing information is based on field observation and may not reflect all field conditions accurately. Notify TXDPS if any work described in the documents cannot be performed due to existing field conditions.
3. Demolition work shall be executed in conformance with all codes and ordinances as set forth by all governing authorities.
4. An asbestos contractor will be removing all flooring. All other demolition listed will be the responsibility of the General Contractor for this project. The existing plumbing will need to be properly capped; the wall framing/ studs and doors will need to be removed and properly disposed.
5. Remove all vertical blinds and mounting brackets from exterior windows and dispose.
6. Remove existing ceiling tiles and grid. Recycle all metal.
7. TXDPS to disconnect all electrical and remove fixtures.
8. TXDPS to remove all existing conduit/ cabling back to existing electrical panel.
9. Remove existing construction as indicated with key notes. The typical wall removal includes finishes, mechanical, plumbing, electrical systems contained therein.
10. Prepare all remaining walls/ ceiling/ flooring and any areas of demolition to receive new finishes: scrape, clean, patch repair, and sand so all surfaces are smooth.
11. All floor penetrations from removed plumbing, mechanical or electrical are to be flush with concrete slab and patched as necessary.

Demolition Key Notes

PRIOR TO ABATEMENT

1. Remove door and frame. Doors and frames to be salvaged for reuse in construction phases and palletized for storage. All locksets to be removed and bagged/boxed for storage/reuse.
2. Remove existing wall structure. The asbestos contractor will remove all flooring.
3. Do not demo this wall until Phase Two.
4. Remove existing fire extinguisher & AED cabinet for hanging after construction phase. Location TBD by TXDPS.

AFTER ABATEMENT

5. Remove existing glass window and blinds and infill with metal studs and gypsum board flush to surrounding wall.
6. Remove existing door and frame and infill with metal studs and gypsum board flush to surrounding wall..



**DEPARTMENT OF
PUBLIC SAFETY**
FACILITIES

**Headquarters
Building A**



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No.	Description	Date

A240 Demo

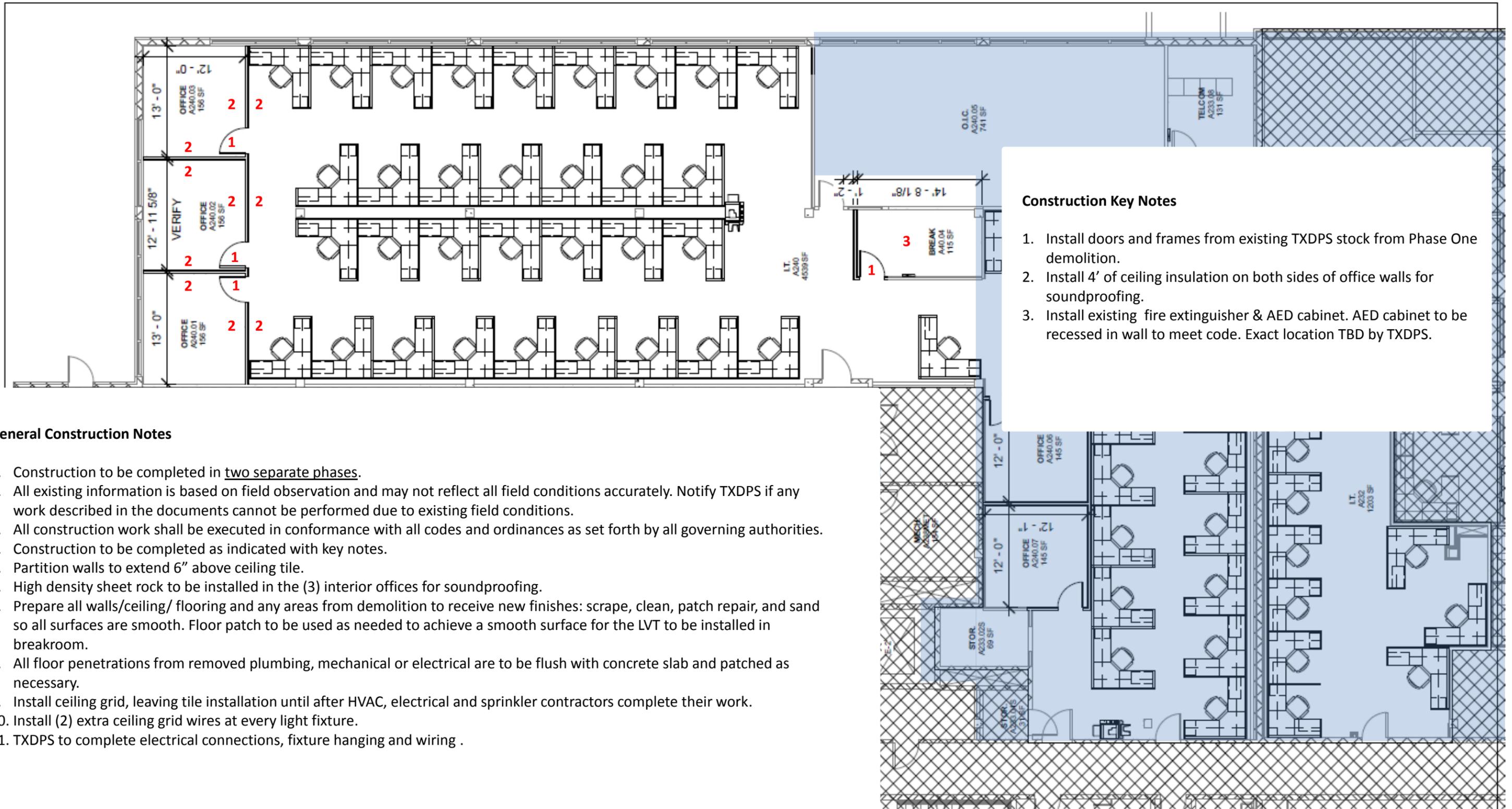
Project number
Date 3/28/2016
Drawn by RK
Checked by

A1.0

Scale : **NTS**

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PHASE ONE CONSTRUCTION



Construction Key Notes

1. Install doors and frames from existing TXDPS stock from Phase One demolition.
2. Install 4' of ceiling insulation on both sides of office walls for soundproofing.
3. Install existing fire extinguisher & AED cabinet. AED cabinet to be recessed in wall to meet code. Exact location TBD by TXDPS.

General Construction Notes

1. Construction to be completed in two separate phases.
2. All existing information is based on field observation and may not reflect all field conditions accurately. Notify TXDPS if any work described in the documents cannot be performed due to existing field conditions.
3. All construction work shall be executed in conformance with all codes and ordinances as set forth by all governing authorities.
4. Construction to be completed as indicated with key notes.
5. Partition walls to extend 6" above ceiling tile.
6. High density sheet rock to be installed in the (3) interior offices for soundproofing.
7. Prepare all walls/ceiling/ flooring and any areas from demolition to receive new finishes: scrape, clean, patch repair, and sand so all surfaces are smooth. Floor patch to be used as needed to achieve a smooth surface for the LVT to be installed in breakroom.
8. All floor penetrations from removed plumbing, mechanical or electrical are to be flush with concrete slab and patched as necessary.
9. Install ceiling grid, leaving tile installation until after HVAC, electrical and sprinkler contractors complete their work.
10. Install (2) extra ceiling grid wires at every light fixture.
11. TXDPS to complete electrical connections, fixture hanging and wiring .



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No.	Description	Date

A240 Furniture Plan

Project number	
Date	3/28/2016
Drawn by	RK
Checked by	

A1.2
Scale NTS

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PHASE TWO DEMO

Demolition Key Notes

PRIOR TO ABATEMENT

1. Remove door and frame. Doors and frames to be salvaged for reuse and palletized for storage. All locksets to be removed and bagged/boxed for storage/reuse.
2. Remove existing wall structure. The asbestos contractor will remove all flooring.
3. Install temporary plywood over door opening to keep area secure.

General Demolition Notes

1. Demolition to be completed in two separate phases.
2. All existing information is based on field observation and may not reflect all field conditions accurately. Notify TXDPS if any work described in the documents cannot be performed due to existing field conditions.
3. Demolition work shall be executed in conformance with all codes and ordinances as set forth by all governing authorities.
4. An asbestos contractor will be removing all flooring. All other demolition listed will be the responsibility of the General Contractor for this project. The existing plumbing will need to be properly capped; the wall framing/ studs and doors will need to be removed and properly disposed of.
5. Remove existing construction as indicated with key notes. The typical wall removal includes finishes, mechanical, plumbing, electrical systems contained therein.
6. Remove existing ceiling tiles and grid. Recycle all metal.
7. TXDPS to disconnect all electrical and remove fixtures.
8. TXDPS to remove all existing conduit/ cabling back to existing electrical panel.
9. Prepare all remaining walls/ ceiling/ flooring and any areas of demolition to receive new finishes: scrape, clean, patch repair, and sand so all surfaces are smooth.
10. All floor penetrations from removed plumbing, mechanical or electrical are to be flush with concrete slab and patched as necessary.




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Headquarters Building A



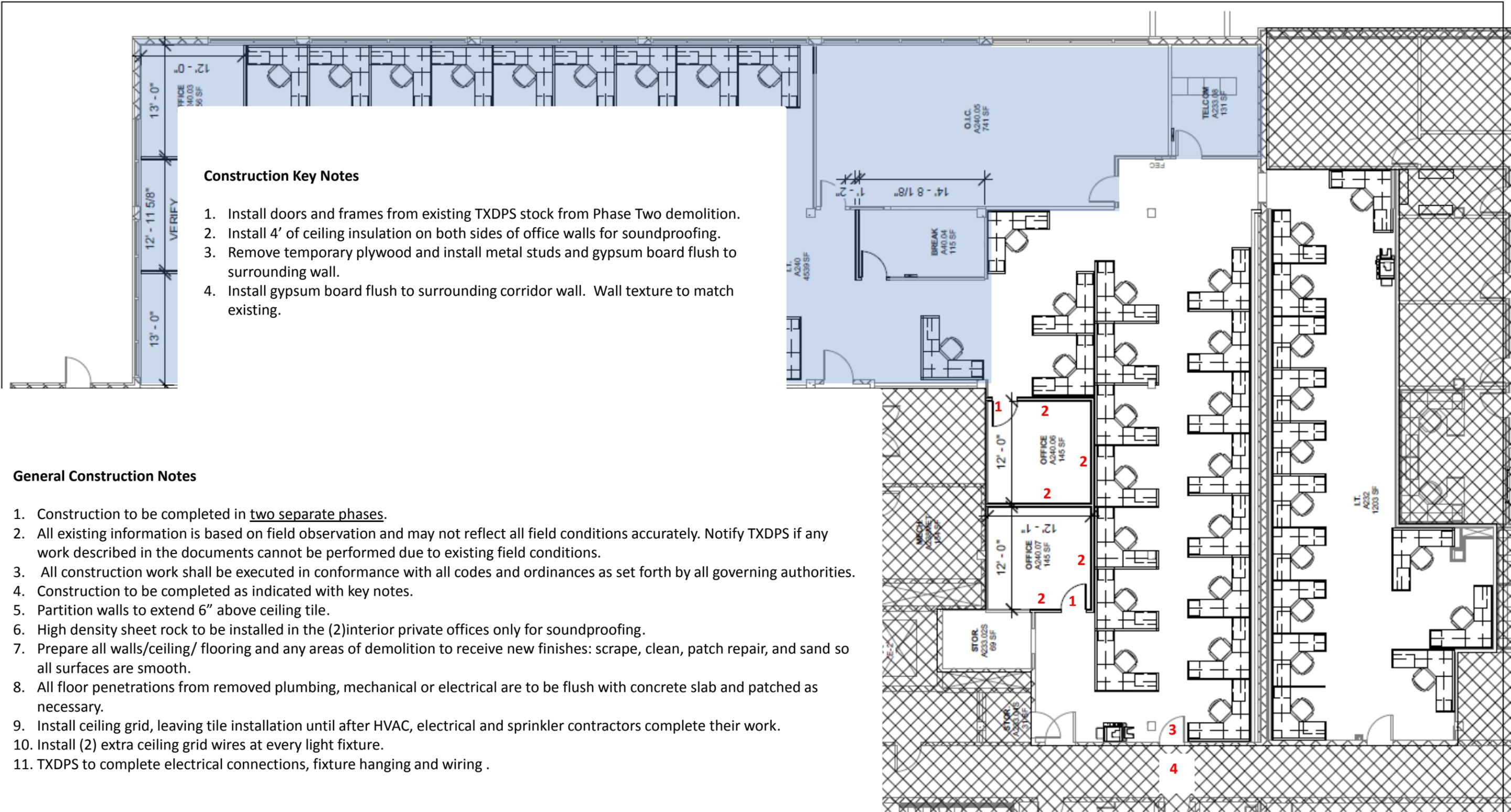
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No.	Description	Date

A240 Demo		
Project number	A1.0	
Date		3/28/2016
Drawn by		RK
Checked by		
Scale : NTS		

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PHASE TWO CONSTRUCTION



Construction Key Notes

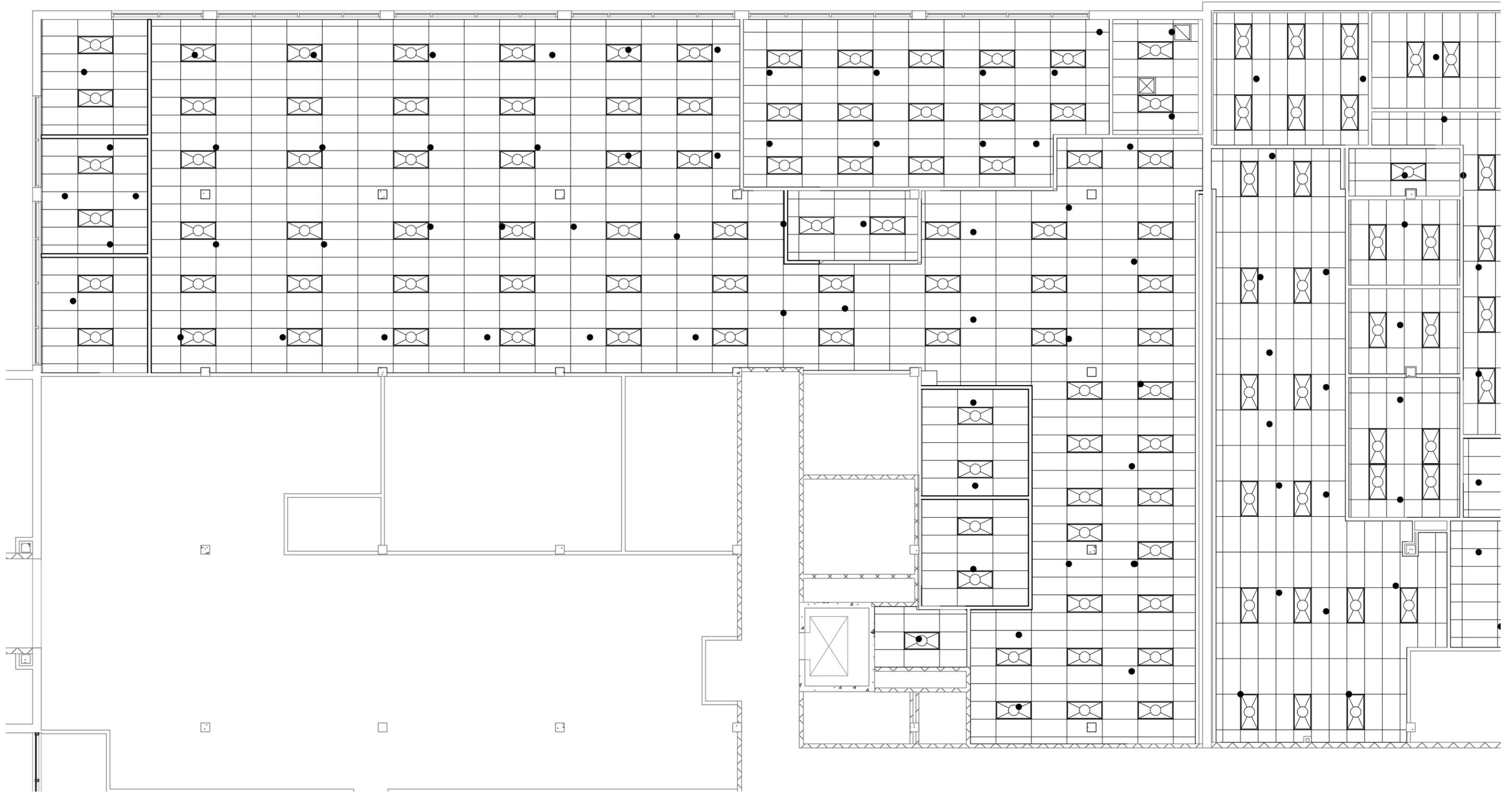
1. Install doors and frames from existing TXDPS stock from Phase Two demolition.
2. Install 4' of ceiling insulation on both sides of office walls for soundproofing.
3. Remove temporary plywood and install metal studs and gypsum board flush to surrounding wall.
4. Install gypsum board flush to surrounding corridor wall. Wall texture to match existing.

General Construction Notes

1. Construction to be completed in two separate phases.
2. All existing information is based on field observation and may not reflect all field conditions accurately. Notify TXDPS if any work described in the documents cannot be performed due to existing field conditions.
3. All construction work shall be executed in conformance with all codes and ordinances as set forth by all governing authorities.
4. Construction to be completed as indicated with key notes.
5. Partition walls to extend 6" above ceiling tile.
6. High density sheet rock to be installed in the (2) interior private offices only for soundproofing.
7. Prepare all walls/ceiling/ flooring and any areas of demolition to receive new finishes: scrape, clean, patch repair, and sand so all surfaces are smooth.
8. All floor penetrations from removed plumbing, mechanical or electrical are to be flush with concrete slab and patched as necessary.
9. Install ceiling grid, leaving tile installation until after HVAC, electrical and sprinkler contractors complete their work.
10. Install (2) extra ceiling grid wires at every light fixture.
11. TXDPS to complete electrical connections, fixture hanging and wiring .

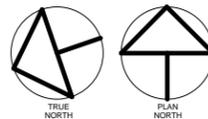
<p>DEPARTMENT OF PUBLIC SAFETY FACILITIES</p>	<p>Headquarters Building A</p>	<p><small>These documents are intended for internal use only and shall not be copied, reproduced or electronically transmitted without the written consent of Facilities.</small></p>	No.	Description	Date	A240 Furniture Plan	
						Project number	A1.2
			Date	3/28/2016			
			Drawn by	RK			
			Checked by		Scale	NTS	

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No.	Description	Date

A240 Lighting Plan

Project number	
Date	4/12/2016
Drawn by	RK
Checked by	

A1.3
Scale 3/32" = 1'-0"

ATTACHMENT C

VERIFICATIONS

VERIFICATIONS

SOLICITATION NUMBER#: _____

BIDDERS NAME: _____

Bidder's Experience on Similar Projects Within Past Five (5) Years

Company's Name: _____

Address: _____

E-mail: _____ Point of Contact: _____ Phone Number: _____

Project Dates: Start Date: _____ End Date: _____

Project name, location and brief description: _____

Company's Name: _____

Address: _____

E-mail: _____ Point of Contact: _____ Phone Number: _____

Project Dates: Start Date: _____ End Date: _____

Project name, location and brief description: _____

Company's Name: _____

Address: _____

E-mail: _____ Point of Contact: _____ Phone Number: _____

Project Dates: Start Date: _____ End Date: _____

Project name, location and Brief Description: _____

Company's/Sub Contractor's Personnel Experience /Certificate/License Verification if required in Solicitation

Employee/Sub Contractor Name/Job Title: _____

Certificate and/or License Type and Number : _____

License Expiration Date: _____

Years of Experience: _____

Employee/Sub Contractor Name/Job Title: _____

Certificate and/or License Type and Number : _____

License Expiration Date: _____

Years of Experience: _____

Employee/Sub Contractor Name/Job Title: _____

Certificate and/or License Type and Number : _____

License Expiration Date: _____

Years of Experience: _____

ATTACHMENT D

Wage Rates

General Decision Number: TX160323 03/18/2016 TX323

Superseded General Decision Number: TX20150323

State: Texas

Construction Type: Building

County: Travis County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/08/2016
1	01/15/2016
2	03/18/2016

ASBE0087-014 01/01/2014

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (Duct, Pipe and Mechanical System Insulation).....	\$ 21.17	8.77

BOIL0074-003 01/01/2014

	Rates	Fringes
BOILERMAKER.....	\$ 23.14	21.55

CARP1266-002 04/01/2014

	Rates	Fringes
CARPENTER (Excludes Acoustical Ceiling Installation, Drywall Hanging, Form Work, and Metal Stud Installation).....	\$ 20.75	7.30

ELEC0520-005 06/01/2015

Rates	Fringes
-------	---------

ELECTRICIAN

Excludes Installation of Sound and Communication Systems.....	\$ 27.15	8%+5.71
Low Voltage Wiring Only.....	\$ 27.15	8%+5.71

ELEV0133-002 01/01/2016

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 37.76	29.985+a

Footnote: A. 6% under 5 years based on regular hourly rate for all hours worked. 8% over 5 years based on regular hourly rate for all hours worked.

New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

ENGI0450-002 04/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Cranes.....	\$ 34.85	9.85

IRON0084-011 06/01/2015

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 23.02	6.35

PLUM0286-010 06/01/2015

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe Installation).....	\$ 28.00	11.41

* SFTX0669-002 01/01/2016

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 27.43	22.52

SHEE0067-007 07/01/2015

	Rates	Fringes
SHEET METAL WORKER Excludes HVAC Duct Installation.....	\$ 24.38	13.74
HVAC Duct Installation Only.	\$ 24.38	13.74

SUTX2014-049 07/21/2014

	Rates	Fringes
BRICKLAYER.....	\$ 20.07	0.00
CARPENTER (Acoustical Ceiling Installation Only).....	\$ 14.00	0.00
CARPENTER (Form Work Only).....	\$ 15.62	0.05
CEMENT MASON/CONCRETE FINISHER....	\$ 15.71	0.00
DRYWALL FINISHER/TAPER.....	\$ 17.06	4.43
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 17.47	3.45
ELECTRICAL INSTALLER (Sound and Communication Systems) (Excludes Wiring).....	\$ 18.00	2.30
FLOOR LAYER: Carpet.....	\$ 21.88	0.00
GLAZIER.....	\$ 12.83	0.00
HVAC MECHANIC (HVAC Unit Installation Only).....	\$ 23.78	6.89
IRONWORKER, REINFORCING.....	\$ 12.27	0.00
IRONWORKER, STRUCTURAL.....	\$ 20.73	5.24
LABORER: Common or General.....	\$ 11.44	0.00
LABORER: Mason Tender - Brick....	\$ 12.22	0.00
LABORER: Mason Tender - Cement/Concrete.....	\$ 11.85	0.00
LABORER: Pipelayer.....	\$ 12.45	0.00
LABORER: Roof Tearoff.....	\$ 11.28	0.00
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 19.43	3.49
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 13.00	0.00
OPERATOR: Bulldozer.....	\$ 14.00	0.00
OPERATOR: Drill.....	\$ 14.50	0.00
OPERATOR: Forklift.....	\$ 16.64	6.26
OPERATOR: Grader/Blade.....	\$ 19.30	0.00
OPERATOR: Loader.....	\$ 14.00	0.00
OPERATOR: Mechanic.....	\$ 18.75	5.12

OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 16.03	0.00
OPERATOR: Roller.....	\$ 11.25	0.00
PAINTER (Brush, Roller and Spray), Excludes Drywall Finishing/Taping.....	\$ 18.76	6.35
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 23.57	6.37
ROOFER.....	\$ 12.00	0.00
TILE FINISHER.....	\$ 11.32	0.00
TILE SETTER.....	\$ 16.35	0.00
TRUCK DRIVER: Dump Truck.....	\$ 12.39	1.18
TRUCK DRIVER: Flatbed Truck.....	\$ 19.65	8.57
TRUCK DRIVER: Semi-Trailer Truck.....	\$ 12.50	0.00
TRUCK DRIVER: Water Truck.....	\$ 12.00	4.11
WATERPROOFER.....	\$ 16.30	0.06

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION