



# Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P007723

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

V  
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Vendor Number: 00026494  
MEEKER AVIATION

1676 ORD WAY  
OCEANSIDE, CA 92056-1500

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Texas Department of Public Safety  
Aircraft  
10335 Golf Course Rd.  
Austin, TX 78719  
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.: \_\_\_\_\_

Payment Terms: State of Texas Prompt Pay

Shipping Terms: F.O.B., Destination

Delivery Calendar Day(s) A.R.O.: 60

Item # 1  
Class-Item 035-45

Down Post Mount, Left Hand, for AS-350, P/N AFDP-1-1, Delivery to: Austin , TX 78719

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
2.00	\$ 9,050.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 18,100.00

LN/FY/Account Code	Dollar Amount
1/16/16-09007-6246-1001- - -0155- - -	\$ 10,860.00
1/16/16-09011-6246-1001- - -0155- - -	\$ 7,240.00

Item # 2  
 Class-Item 035-45

Down Post Mount, Right Hand, for AS-350, P/N AFDP-1-1R, Delivery to: Austin, TX 78719

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
11.00	\$ 9,050.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 99,550.00

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
2/16/16-09007-6246-1001- - -0155- - -	\$ 59,730.00
2/16/16-09011-6246-1001- - -0155- - -	\$ 39,820.00

Item # 3  
 Class-Item 035-45

Dovetail Set, Quick Release, P/N DT-1-1/DT-1-11, Delivery to: Austin, TX 78719

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
10.00	\$ 3,050.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 30,500.00

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
3/16/16-09007-6246-1001- - -0155- - -	\$ 18,300.00
3/16/16-09011-6246-1001- - -0155- - -	\$ 12,200.00

## Item # 4

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 and 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.

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

#### Certification Concerning Restricted Employment for Former State Officers or Employees under Texas Government Code Section 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.

Per Contract No. 1702 and IFB 304T-16-405-40402.1 and Notice of Award dated 05/03/2016, and TXDPS Standard Terms and Conditions Rev 4/20/2016. If TXDPS Terms & Conditions conflict then Contract No. 1702 Terms and Conditions prevail.

Warranty period: One (1) Year for from the date the item(s) is delivered and accepted by TXDPS.

Delivery Days After Receipt of Order (ARO): sixty (60) days

The Contract No. 1702 consists of:

1. Notice of Award, with Listing of Awarded Items.
2. The original IFB including all parts, as modified by addenda.
3. The signed Proposal submitted by contractor and as modified by any Best and Final Offer.
4. The Assumptions and Exceptions as agreed upon by CPA and the contractor.

Item # 5

Delivery Location and Contact / Contract Monitor:  
Texas DPS - Aviation Operations  
Name: Angie Wardlow, Executive Assistant  
Address: 10335 Golf Course Rd., Austin, TX 78719  
Tel.: 512-284-4390 (M) 512-936-9550 (O)  
E-mail: Angie.Wardlow@dps.texas.gov

Vendor Address and Contact Information:  
Meeker Special Ops, Inc.  
Address: 1676 Ord Way, Oceanside, CA 92056  
Name: Calvin G. Meeker  
Phone: 604-644-1125  
E-mail: meekeraviation@yahoo.com

Procurement Contact/Contract Administrator:  
Name: Tom Gozdalski, CTPM, TXDPS P&CS Purchaser V  
Phone: 512-424-5112  
Fax: 512-424-5419  
E-mail: tom.gozdalski@dps.texas

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 148,150.00

APPROVED

By: Tom Gozdalski, CTPM  
Phone#: (512) 424-5112

BUYER

**COMPTROLLER OF PUBLIC ACCOUNTS**



**TEXAS PROCUREMENT AND SUPPORT SERVICES DIVISION**

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**INVITATION FOR BID**

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**Camera Mounts  
As manufactured by AirFilm Camera Systems, LLC**

**IFB No. 304T-16-405-40402.1**

**NIGP CLASS ITEM  
035-45**

**Bid Due Date: March 17, 2016  
Bid Due Time: 1:30 pm (Central Time in Austin, Texas)**

**Posting Date: February 25, 2016**

**\*\*NOTE\*\*** This IFB is composed of two parts: (1) Part A: Special Instructions, (including attachments and appendices, if any) and (2) Part B: General Instructions and Contract Terms and Conditions (including attachments and appendices, if any). In the event an instruction or term in Part A conflicts with an instruction or term in Part B, the instruction or term in Part A prevails, and any addenda or amendments to either Part A or Part B control over the original versions.

# BID SUBMISSION CHECKLIST

## IMPORTANT:

BIDDERS MUST ADDRESS ALL INQUIRIES AND COMMUNICATIONS CONCERNING THIS IFB TO THE INDIVIDUAL LISTED IN [SECTION A.10.3](#) – POINT-OF-CONTACT.

COMMUNICATIONS WITH ANYONE OTHER THAN THE POINT-OF-CONTACT MAY RESULT IN DISQUALIFICATION OF A BID.

Please read all instructions, documentation, and requirements contained within this IFB.

Reference Section A.14 – Organization of the Bid for Submission.

### **CPA will disqualify any bid received without the required documentation identified below.**

- EXECUTION OF BID – ATTACHMENT A
- HUB SUBCONTRACTING PLAN (HSP) – Reference Section A.11
- MANDATORY PRICE SHEET (XML): Submit electronically in the original format.

### **CPA may disqualify any Bid received without the required documentation identified below.**

- IDENTIFICATION OF CLAIMED CONFIDENTIAL/PROPRIETARY INFORMATION, if any
- BIDDER INFORMATION FORM – ATTACHMENT B
- PREFERENCES – ATTACHMENT C
- IDENTIFICATION OF ALL EXCEPTIONS AND ASSUMPTIONS to terms of this IFB or Contract, if any
- CONFLICT OF INTEREST DISCLOSURE, if applicable
- INSURANCE – Statement of Intent
- FINANCIAL RESOURCES AND ABILITY TO PERFORM  
Documentation that demonstrates Contractor’s financial responsibility/stability
- SIGNED COPIES OF ALL ADDENDA to this IFB, If any

Reference Section A.14 and A.15 for Submission Requirements

### **BIDDER MUST SUBMIT THE MANDATORY PRICE SHEET ELECTRONICALLY IN THE ORIGINAL FORMAT.**

Bidder must submit an electronic Bid to the following e-mail address: [TPASS.ebids@cpa.texas.gov](mailto:TPASS.ebids@cpa.texas.gov)

CPA recommends beginning the process well in advance of 1:30 pm on the due date.

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## A.1 DEFINITIONS

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When capitalized, the following terms and acronyms have the meaning set forth below. All other terms have the meaning set forth in Merriam-Webster’s Collegiate® Dictionary, Eleventh Edition. These definitions also apply to Part B of this IFB.

<b>TERM</b>	<b>DEFINITION</b>
Contract	Any Contract(s) resulting from this solicitation, consisting of the Contract documentation as provided in Section B.3.4.
Contractor	The Bidder(s) awarded a Contract as a result of the IFB.
CPA	The Comptroller of Public Accounts, the state agency issuing this solicitation.
Customer	State of Texas agencies, institutions of higher education, and cooperative purchasing members, including CPA, that are required or permitted by law to purchase goods and services under contracts established by CPA. The requirements and eligibility of any given state agency, institution of higher education, or other entity to purchase goods and services under Contracts established by CPA are subject to exceptions, restrictions, and change in accordance with applicable current or subsequent law and regulation.
ESBD	The Electronic State Business Daily, which is available online at <a href="http://esbd.cpa.state.tx.us/">http://esbd.cpa.state.tx.us/</a>
Party or Parties	Either CPA or Bidder, separately or collectively.
Bid	A Bid submitted to CPA as a result of this solicitation.
Bidder	Any person or vendor who submits a Bid in response to this solicitation. Unless the context clearly indicates otherwise, all terms and conditions of this Contract that refer to Bidder apply with equal force to Contractor.
IFB	Invitation for Bid, which is the type of solicitation embodied in this document.

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## A.2 DESCRIPTION

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The Texas Procurement and Support Services (TPASS), a division of the Comptroller of Public Accounts (CPA) of the State of Texas requests sealed Bids to establish a Contract for camera mounts as manufactured by AirFilm Camera Systems, LLC (AFCS) and distributed by Meeker Aviation to be purchased by the Texas Department of Public Safety (TXDPS).

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## A.3 TERM OF THE CONTRACT

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The initial term of this Contract commences upon the issuance of a Notice of Award by CPA and automatically expires upon the delivery agreed upon with the contractor and the final acceptance by the Agency.

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## A.4 PRICING

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Firm Price: Pricing proposed must remain firm for 120 days after the Bid due date and through the delivery/receipt of the commodity and/or service.

Unit prices must include all shipping, handling/delivery fees and fuel surcharges as F.O.B. destination for delivery to Austin, TX 78719.

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## A.5 INSURANCE

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### A.5.1 Insurance

In its Bid, Bidder should provide a statement of its intent to obtain and maintain for the term of the Contract, up through delivery and acceptance by the TXDPS, the minimum insurance coverage specified. Bidder should also describe other insurance coverage maintained by Bidder in the ordinary course of business and provide proof of same in its Bid. Proof of insurance and bond coverage may be provided in the form of current certificates of insurance.

The awarded Contractor is required, within five business days of Notice of Award, to provide CPA and TXDPS with current certificates of insurance or other proof acceptable to CPA and TXDPS. Failure to submit acceptable proof of insurance within such time period may result in CPA's revocation of the award. Contractor will maintain the required insurance during the initial term. Contractor is responsible for ensuring its subcontractors' compliance with all requirements.

<b>Minimum Required Amounts of Insurance Coverage</b>	
<b>Type of Insurance</b>	<b>Each Occurrence/Aggregate</b>
<i>Workers' Compensation</i>	Statutory Limits
<i>Employer's Liability</i> Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit
<i>Commercial General Liability</i> (occurrence based)	Bodily Injury and Property Damage \$1,000,000 Each Occurrence Limit \$2,000,000 Aggregate Limit \$5,000 Medical Expense each person \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$50,000 Damage to Premises Rented
<i>Automobile Liability</i> All Owned, Hired and Non-Owned Vehicles	\$500,000 Combined Single Limit (for each accident)
<i>Umbrella/Excess Liability</i>	\$1,000,000 Per Occurrence
<i>Additional Insurance</i>	Additional insurance may be required by Customer depending on Customer's particular circumstances. Customer will identify this insurance when placing a

All required insurance coverage must be issued from a company or companies with:

- (1) both a Financial Strength Rating of “A” or better from A.M. Best Company, Inc.; and
- (2) a Financial Size Category Class of “VII” or better from A. M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to CPA. All required insurance contracts must:

- (1) be written on a primary and non-contributory basis with any other insurance coverages Bidder currently has in place; and
- (2) include a Waiver of Subrogation Clause.

All certificates of insurance for required coverage other than workers compensation and professional liability must name the State of Texas and its Officers, Directors, and Employees as additional insureds.

Contractor shall:

- (1) provide written notice to TCMO by e-mail at [tpass\\_cmo@cpa.texas.gov](mailto:tpass_cmo@cpa.texas.gov) and by U.S. First Class Mail to Comptroller of Public Accounts, Attn: TPASS Contract Management Office (TCMO), P.O. Box 13186, Austin, TX 78711-3186 at least 30 calendar days prior to any cancellation, non-renewal, or material change of a required policy;
- (2) ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor’s performance under the Contract; and
- (3) deliver all renewal policies at least ten calendar days prior to any expiration of a required policy to TCMO by e-mail at [tpass\\_cmo@cpa.texas.gov](mailto:tpass_cmo@cpa.texas.gov) and by U.S. First Class Mail to Comptroller of Public Accounts, Attn: TPASS Contract Management Office (TCMO), P.O. Box 13186, Austin, TX 78711-3186. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

Contractor must ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include such Contractor’s obligations under the Contract.

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## A.6 REQUIREMENTS AND SPECIFICATIONS

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### A.6.1 Proprietary Specifications

These specifications are being advertised under Texas Government Code § 2155.067.

Only Bids on items conforming exactly to these specifications, which includes proposing only the brand name(s), make and model number(s) specified will be considered in determining an award.

### A.6.2 Requirements

- a. The mounts must meet the requirements for installing on Eurocopter AS-350s (Astar) and EC-145 helicopters.
- b. The mounts must be certified and approved by the Federal Aviation Administration (FAA).

c. For information purposes only, the following camera and sensors may be installed in the mounts. Contractor must ensure that the proposed camera mounts are compatible with the camera and sensors.

1. Wescam MX10 and TS-200 infrared (thermal imager) camera systems
2. FLIR (forward looking infrared) STAR SAFIRE SERIES sensor
3. FLIR 7000/8000 sensor

### **A.6.3 Specifications**

All parts that are necessary for the camera mounts to be complete and ready for operation or that are considered standard must be furnished by the Contractor.

#### **Line 1: Down Post Mount, Left Hand for AS-350**

##### **AirFilm Camera Systems, LLC, P/N: AFDP-1-1**

- a. Payload Capacity Minimum: 120 pounds
- b. Construction
  1. Solid billet aluminum
  2. Bolt together construction
  3. No welds
- c. Mount clamps directly to airframe
- d. No fasteners added or removed from original airframe
- e. Optional Gen II Dovetail certified
  1. Eases removal and installation of payload

#### **Line 2: Down Post Mount, Right Hand for AS-350**

##### **AirFilm Camera Systems, LLC, P/N: AFDP-1-1R**

- a. Payload Capacity Minimum: 120 pounds
- b. Construction
  4. Solid billet aluminum
  5. Bolt together construction
  6. No welds
- c. Mount clamps directly to airframe
- d. No fasteners added or removed from original airframe

#### **Line 3: Dovetail Set, Quick Release**

##### **AirFilm Camera Systems, LLC, P/N: DT-1/DT-11**

- a. Payload Capacity Maximum: 300 pounds
- b. Parts for the set:
  1. Lower Dove Tail Plate 1/4 Attachment, AFCS P/N: DT-13
  2. Lower Dove Tail Plate 5/16 Attachment, AFCS P/N: DT-13A
  3. Special Nut, AFCS P/N: DT-12
  4. Thread Pin, AFCS P/N: DT-14
  5. Pressure Clip, AFCS P/N: DT-16
  6. Bushing, AFCS P/N: DT-17
  7. Safety Clip, AFCS P/N: DT-18
  8. 6/32 x 1/4 Flat Head Cap Screw, AFCS P/N: 91253A144
  9. Spring, AFCS P/N: BB-84 (CSC)
  10. Upper Dove Tail Plate, AFCS P/N: DT-11
  11. Spring Pin 1/8 x 1 SS or EQVL, AFCS P/N: 92383A700 (MMC)

#### **A.6.4 Condition of Products**

Proposed and delivered products must be new, unused, of current production, and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the solicitation.

#### **A.6.5 Warranty Requirements**

Bidders must enter the warranty in the appropriate column on the Mandatory Price Sheet.

##### **a. Warranty**

The warranty will cover the completed product and all parts of the product and all materials and parts required to repair any faults or defects of design, material, and workmanship of the product.

The warranty will begin on the date the equipment is inspected and accepted by the Customer and will run for one year. If no time or specific protocol for acceptance is specified elsewhere in the Contract or the Customer purchase order, items are presumed accepted ten working days after receipt.

The Contractor will provide warranty service free of any charge, including all necessary repairs, any shipping necessary to return the equipment or ship it to a repair site and removing or reinstalling the equipment when necessary. The Contractor will repair any materials and parts that are defective in materials or workmanship. In the event repair is not possible, the Contractor will either replace the equipment with new equipment of similar composition and price or refund the full purchase price of the equipment, whichever the Customer prefers.

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### **A.7 SHIPPING, DELIVERY, AND PACKAGING**

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#### **A.7.1 Identification of Shipments and Documentation:**

In addition to the complete destination address, each delivery must be clearly marked with the purchase order number. Each shipment must be accompanied by a packing slip.

#### **A.7.2 Packaging and Labeling**

All items shipped must be properly labeled, with weather resistant labeling, showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information.

#### **A.7.3 Special Delivery Requirements**

Customers may have specific, internal delivery rules and policies. These will be provided on each purchase order issued by the Customer. Contractor will be required to adhere to those requirements.

#### **A.7.4 Hours of Delivery**

Contractor must deliver during the hours of 8:00 am to 5:00 pm based on the Customer's time zone. Bidder is encouraged to obtain Customer's hours of operation at time of order.

Prior approval by the Customer is required for after-hours delivery. In the event of any approval by the Customer for after-hours delivery, Contractor may not invoice any additional charges for that delivery.

#### **A.7.5 Delivery Schedule**

Bidder will furnish, in the space indicated on the Mandatory Price Sheet, a delivery schedule for each line item as to time required for delivery after receipt of order (ARO) under normal conditions.

Delivery Days means calendar days, unless otherwise specified. Failure to state delivery time may disqualify Bidder.

The proposed number of delivery days (calendar) after receipt of order may be considered in the evaluation for award.

#### **A.7.6 Delivery Delays**

If delay is foreseen, Contractor must give written notice to Customer and must keep Customer advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the Customer to purchase goods and services of this IFB elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the Contractor. Failure to pay a damage assessment is cause for Contract cancellation, debarment or removal of the Contractor from the State's Centralized Master Bidders List (CMBL), or both.

#### **A.7.7 Compliant Products**

Providing products or materials that do not meet all specification requirements does not constitute delivery. Delivery does not occur until the Contractor delivers products or materials in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically accepted, in whole or in part, by the Customer. Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.

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### **A.8 RETURN, CANCELLATION, AND RESTOCKING FEE**

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Customer may request that Contractor accept return of merchandise that meets specifications and has already been delivered or that Contractor cancel an order prior to delivery. If Contractor does not agree to Customer's request, Customer and Contractor must attempt to resolve the matter. If Customer and Contractor are not able to reach a mutually acceptable resolution, either or both of the Parties (Customer and Contractor) may contact the CPA Contract Manager. CPA, in its sole discretion, will determine if the merchandise return request or order cancellation request, as applicable, must be accepted by Contractor. If CPA determines that the merchandise will be returned or the order cancelled as originally requested by Customer and the return is determined by CPA to have resulted through no fault of Contractor, Contractor may request a reasonable restocking charge. Customer may pay a restocking charge (no more than 10% of the cost of the item) if CPA and Customer both determine that the charge is justifiable; however, neither CPA nor Customer will pay restocking or other fees for cancellations requested prior to shipment by Contractor.

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## A.9 PURCHASE ORDERS AND INVOICES

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### A.9.1 Agency Purchase Order

TXDPS will issue an internal purchase order referencing the CPA Contract number as referenced on the Notice of Award.

The Contractor agrees not to ship any materials until issuance of a Purchase Order by TXDPS.

The delivery days after receipt of order will begin the date the TXDPS purchase order is received by the Contractor.

### A.9.2 Invoices and Expedited Payment Discounts

Reference Part B, General Instructions and Contract Terms and Conditions, Section B.5.3 Invoicing and Payment Requirements.

Contractor must submit an itemized invoice to TXDPS reflecting the CPA Contract number and TXDPS purchase number on all copies.

Payment terms for the State of Texas are typically 30 days. Bidders may provide their additional discount extended to each monthly invoice on Attachment B – Bidder Information form.

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## A.10 BID INFORMATION

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### A.10.1 Calendar of Events

Bidder must submit its Bid to CPA in time in accordance with the due date and time indicated in the schedule below.

CPA reserves the right to revise this schedule or any portion of this IFB by published Addendum on the ESBD.

Event	Date
ESBD Posting Date	February 25, 2016
Deadline for Submitting Questions	March 3, 2016
Official Response to Questions	March 4, 2016 or as soon thereafter as practical
Answers to questions will be provided through an Addendum, posted on the ESBD and notification sent via e-mail.	
<b>BID DUE DATE/TIME:</b>	March 17, 2016 1:30 pm Central Time in Austin TX
<b>BID OPENING DATE/TIME:</b>	March 17, 2016 1:45 pm Central Time in Austin TX
<b>BID OPENING LOCATION:</b> CPA Texas Procurement and Support Services Central Services Building 1711 San Jacinto Blvd., Room No. 305 Austin TX 78701	

CPA will post any amendment to this solicitation as an addendum on the ESB. Interested parties are responsible for periodically checking the ESB for updates to the IFB prior to submitting a Bid. Bidder's failure to check the ESB, will in no way release the selected Contractor(s) from the requirements of "addenda or additional information" nor will any resulting additional costs to meet the requirements be allowed after award(s).

**CPA requests that each Bidder acknowledge each IFB addendum by returning a signed copy of the addendum with its Bid.**

### **A.10.2 Questions**

Bidders must send all questions regarding this IFB to the CPA Point-of-Contact identified in Section A.10.3. Bidders must reference the appropriate IFB page and section number in its questions, and must submit them by the deadline set forth in Section A.10.1. However, CPA, in its sole discretion, may respond to questions received after the deadline. CPA's Bids to questions will be posted to the ESB. CPA reserves the right to amend answers prior to the Bid submission deadline.

Bidders must notify CPA of any ambiguity, conflict, discrepancy, exclusionary specification, omission, or other error in the IFB in the manner required and by the deadline for submitting questions. If a Bidder fails to notify CPA of such issues, Bidder submits its Bid at its own risk, and if awarded a Contract: (1) waives any claim of error or ambiguity in the IFB or resulting Contract, (2) will not contest CPA's interpretation of such provision(s), and (3) is not entitled to additional compensation, relief, or time by reason of ambiguity, error, or later correction.

### **A.10.3 Point-of-Contact**

Bidders must direct all inquiries and communications concerning this IFB to the Point-of-Contact listed below.

**Bidders may not contact other CPA or agency personnel regarding this IFB, except as permitted by the CPA Point-of-Contact.**

**Failure to comply with these requirements and communications with anyone other than the Point-of-Contact may result in disqualification of a Bid.**

**Bidders may not use this e-mail address for submission of a Bid. Follow the instructions outlined in Sections A.14 and A.15 for proper submission.**

#### CPA Contract Specialist

Delia Calvo, CTPM, CTCM

512-463-3506

Email: [Delia.Calvo@cpa.texas.gov](mailto:Delia.Calvo@cpa.texas.gov)

After award of any Contract resulting from this IFB, all requests for Contract changes and all communications relating to the Contract will be processed through the TPASS Contract Management Office:

[tpass\\_cmo@cpa.texas.gov](mailto:tpass_cmo@cpa.texas.gov)

Or mail to:

Texas Comptroller of Public Accounts  
Attn: TPASS Contract Management Office (TCMO)  
PO Box 13186  
Austin, TX 78711-3186

#### **A.10.4 Documents and Attachments Included with this IFB**

The IFB package also includes the following Documents and Attachments.

<b>Documents and Attachments</b>	
1.	XML Price Sheet Instructions
2.	Mandatory Price Sheet (to be returned in format requested)
3.	Part A: Special Instructions (This Document)
4.	Part B: General Instructions and Contract Terms and Conditions
5.	Execution of Bid and Assurances (with Certification) – Attachment A Bidder Information Form – Attachment B Preferences – Attachment C
6.	HUB Subcontracting Plan (HSP)

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#### **A.11 HUB SUBCONTRACTING PLAN – REFERENCE PART B; SECTION B.2.3**

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Bidders must complete and return the HUB Subcontracting Plan (HSP) documentation with the Bid to be considered responsive. CPA will reject Bids received without the HSP as a material failure to comply with the requirements of this IFB.

Bidders are highly encouraged to review the information for assistance with completing the HSP forms, obtaining HUB lists if web access is not possible, and/or further explanation of the CPA HUB program which can be accessed at:

<http://comptroller.texas.gov/procurement/prog/hub/hub-subcontracting-plan/>

For assistance with the HSP, obtaining HUB lists if web access is not possible, or for further explanation of the CPA HUB program, please contact:

Delia Calvo, CTPM, CTCM  
512-463-3506  
Email: [Delia.Calvo@cpa.texas.gov](mailto:Delia.Calvo@cpa.texas.gov)

Probable subcontracting opportunities:

<b>NIGP Class/Item</b>	<b>Description</b>
962-86	Transportation of Goods and Other Freight Services (Bidders shipping or delivering goods from their facility within the State of Texas, using other than their own transportation assets, are subcontracting and must complete all HSP requirements.)

This list is neither mandatory nor exhaustive. Other areas of subcontracting may be more appropriate given the Bidder's business structure and internal resources. Please see the attached HUB Subcontracting Plan for further instructions that require vendors to identify the specific areas intended for subcontracting.

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## A.12 EVALUATION OF BIDS

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### A.12.1 Evaluation

The Bidder is strongly encouraged to provide its best price in its Bid.

In determining the best value, CPA shall consider the following best value factors:

- (1) Price of the item, to include total cost of ownership, such as installation costs, life cycle costs, and warranty provisions.
- (2) Compliance with the stated specifications coupled with the quality and reliability of the goods and services, such as fitness for use that meets or exceeds Customers expectations, and the characteristics of the product or service that bear on its ability to meet the stated/implied needs.
- (3) Delivery timeframe from receipt of purchase order (ARO).

CPA reserves the right to conduct studies and other investigations as necessary to evaluate any Bid.

CPA reserves the right to waive any minor or immaterial bid requirements noted in the submission process. Submission of Bids confers no legal rights upon any Bidder.

CPA may reject all Bids or parts of Bids if the rejection serves the state's interest.

Bidder(s) should be aware that only the names of Bidders and Bid prices will be released at the Bid Opening. CPA will not disclose any other information regarding sealed Bids to the public prior to Contract award.

Bidders must submit requests for Bid documentation and information to the CPA Open Records Division at: [open.records@cpa.texas.gov](mailto:open.records@cpa.texas.gov)

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

- A score of less than 90% in the Vendor Performance System,
- Currently under a Corrective Action Plan through the CPA,
- Having repeated negative Vendor Performance Reports for the same reason,
- Having a record of repeated non-responsiveness to Vendor Performance issues
- Having purchase orders that have been cancelled in the previous 12 months for non-performance (late delivery, etc.).

Contractor performance information is located on the CPA web site at:

[http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/)

CPA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), CPA may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, CPA may initiate such examinations of vendor performance based upon media reports. Any such investigations shall be at the sole discretion of CPA, and any negative findings, as determined by CPA, may result in non-award to the Bidder.

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## **A.13 BEST VALUE AND AWARD PROCESS**

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### **A.13.1 Best Value**

CPA will consider best value for the State as directed by Texas Government Code § 2156.007 when awarding a Contract to a Bidder.

### **A.13.2 Award Notice**

If the IFB is awarded, CPA will issue a notice of award to the successful Bidder.

However, there is no guarantee that an award or any Contract will result from this solicitation.

CPA intends to make an award to one Bidder based on all or none pricing for all line items that provides the best value to the State.

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## **A.14 DISCLOSURE OF INTERESTED PARTIES**

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If CPA determines that Texas Government Code § 2252.908 may apply to any contract awarded as a result of this solicitation, CPA will advise Bidder of its obligation to disclose interested parties to the Texas Ethics Commission (TEC) and CPA as specified in the statute.

To execute a contract with CPA, Bidder must submit the required disclosures to TEC by completing TEC Form 1295, Certificate of Interested Parties. Even if Bidder has no interested parties to disclose, Bidder must still fill out TEC Form 1295 to affirmatively declare that it has no interested parties.

TEC Form 1295 is an online form available at TEC's website: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Upon completion, Bidder must print the completed form (including the Certificate Number automatically assigned by TEC). Bidder's authorized agent must sign the printed form, have the form notarized, and submit the form to CPA. For further information, see Texas Government Code § 2252.908 and 1 Texas Administrative Code Ch. 46 as well as TEC's website.

If Bidder does not timely submit a completed, signed, and notarized TEC Form 1295 to CPA, CPA is prohibited by law from executing a contract to Bidder, even if Bidder is otherwise eligible for award. CPA may award the contract to the next successful bidder, who will then be subject to this procedure.

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## A.15 ORGANIZATION OF THE BID FOR SUBMISSION

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The Bid shall include all information required in this IFB and shall be in the format described in this document. The Bidder is solely responsible for thoroughly understanding the IFB and its attachments, exhibits, and forms. Any questions concerning this IFB should be directed to the Point of Contact by the Deadline for Submitting Questions identified in Part A. The Bidder is cautioned to pay particular attention to the clarity and completeness of its Bid. The Bidder is solely responsible for its Bid and all documentation submitted.

A Bid constitutes a binding offer by the Bidder. **CPA will disqualify any Bid to this IFB that includes any type of disclaimer or other statement indicating that the Bid does not constitute a binding offer.**

Bidder must be as precise, accurate, and succinct as possible. Bidder must provide detailed descriptions of how they will fulfill each requirement. Evaluators may consider the clarity and completeness of a Bid.

### A.15.1 Confidential/Proprietary Information

If Bidder asserts that any material in the Bid is confidential or proprietary information, Bidder **must** clearly mark the applicable pages of Bidder's submission in boldface type to indicate each claim of confidentiality and include the words "confidential" at the top of the page. Additionally, Bidder must include a statement on company letterhead identifying all Bid section(s) and specific page(s) that have been marked as confidential and explain why the information is marked as confidential and excepted from public disclosure under the provisions of the Texas Public Information Act (the Act). Merely making a blanket claim that the entire Bid is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire Bid subject to release under the Act.

CPA will process any request from a member of the public in accordance with the procedures outlined in the Act. Bidders should consult the Texas Attorney General's website ([www.oag.state.tx.us](http://www.oag.state.tx.us)) for information concerning the Act and potential exceptions to disclosure. See also Section B.2.7 of Part B of this RFP.

By submitting a Bid, each Bidder agrees to reproduction by the State of Texas, CPA, and Customers, without cost or liability, of any copyrighted portions of Bidder's Bid or other information submitted by Bidder to comply with any Legislative Budget Board reporting requirements or other reporting requirements mandated by law.

Contract awards that will be available to Customers through the TxSmartBuy online ordering system are contingent upon Bidder's agreement that its pricing and other related information is not confidential or proprietary in nature. By submitting a Bid, Bidder consents to the publication of such information on TxSmartBuy.

### A.15.2 Execution of Bid – Attachment A

Bidder is required to complete, sign and submit the Execution of Bid – Attachment A. Failure to complete, sign, and submit this form with Bidder’s Bid will disqualify the Bid.

### A.15.3 Bidder Information Form – Attachment B

Bidder should provide all requested information on this form and submit the form with Bidder’s Bid.

### A.15.4 Preferences – Attachment C

Bidders are encouraged to carefully review this attachment and complete as applicable. CPA will give preferences as required by law.

### A.15.5 HUB Subcontracting Plan (HSP) - Reference Section A.11

The Bidder must fill out the HSP and submit it with the Bid to be considered responsive. **CPA will reject Bids received without the HSP as a material failure to comply with the requirements of this IFB.**

### A.15.6 Mandatory Price Sheet

Bidder should complete the Mandatory Price Sheet and return with Bid in the format requested.

### A.15.7 Assumptions and Exceptions

No assumptions should be included in a Bid. All issues or questions that might be advanced or addressed by way of assumption should be submitted to CPA pursuant to Section A.10.2. **The inclusion of assumptions in a Bid may result in a Bidder not being awarded a contract.**

Bidders are encouraged, in lieu of including exceptions in their Bids, to address all issues that might be advanced by way of exception by submitting such issues to CPA pursuant to Section A.10.2. Any exception included in a Bid may result in a Bidder not being awarded a Contract. However, if a Bidder includes exceptions in its Bid, the Bidder shall clearly identify each exception it takes, noting the specific IFB section number, section title, detailed description of exception taken, and Bidder’s proposed language advanced in lieu of the language to which exception is taken. **If there are no exceptions, the Bidder should explicitly state in its Bid that the Bidder takes no exception to any part of this IFB.**

CPA, as a state agency, is prevented by the Texas Constitution from indemnifying vendors. The Bidder is discouraged from including a term in its Bid that requires CPA to indemnify it. Such a term may result in the Bid being deemed non-responsive.

On company letterhead or in a Microsoft Excel® spreadsheet submitted with Bidder’s Bid, the Bidder must identify exceptions using the following format:

Section	Section Title	Exception	Proposed Language
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**Any exception that does not provide all information required (e.g., the specific IFB section number, section title, detailed description of exception taken, and Bidder’s proposed language advanced in lieu of the language to which exception is taken) in the format set forth above will be rejected without consideration.**

**A.15.8 Conflict of Interest Disclosure**

By signing the Execution of Bid, Bidder affirms that the execution of an agreement between Bidder and the State will not create a conflict of interest or cause an appearance of a conflict of interest. In its Bid, Bidder is instructed to disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Bidder’s (and its proposed subcontractors’) submission of a Bid and possible selection as Contractor or its performance of the Contract. A description of some conflicts of interest may be found in Part B, General Instructions and Contract Terms and Conditions, Section B.1.2, but this list should not be considered exhaustive or limiting.

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

**A.15.9 Insurance**

As stated in Section A.6, in its Bid, Bidder is requested to provide a statement of its intent to obtain and maintain for the term of the Contract (and any renewal periods or additional extensions) the minimum insurance coverage specified. Bidder should also describe other insurance coverage maintained by Bidder in the ordinary course of business and provide proof of same in its Bid. Proof of insurance and bond coverage may be provided in the form of current certificates of insurance.

**A.15.10 Financial Resources and Ability to Perform**

Bidder should provide evidence of its financial resources and its ability to provide the goods or perform the services for which Bidder is submitting a Bid by providing:

- a) a list of Bidder’s current customers for which the Bidder provides the requested goods or services of the type and in the quantity and quality comparable to the submitted bid and provide sufficient information about those customers for CPA to contact the customers;
- b) a written description of the size and scope of all operations, including number of Bidder’s employees and years in business;
- c) a written description of Bidder’s prior contracting experience with CPA, similar agencies, or other Customers of comparable size and receiving a comparable scope of delivery of goods or services;
- d) any other information Bidder believes is pertinent to demonstrate Bidder’s financial capability, financial solvency, and capacity to fulfill the requirements of this IFB.

CPA reserves the right to investigate and determine the financial integrity and responsibility of a Bidder and to reject a Bid on the grounds of Bidder’s lack of financial soundness, or if CPA reasonably concludes, after reviewing the information submitted by Bidder as well as all other relevant

information obtained by CPA, that significant issues exist that could jeopardize Bidder's full and timely performance.

#### **A.15.11 Signed Addenda to IFB**

As stated in Part B, Section B.2.2, Bidder is instructed to submit signed copies of all IFB addenda, if any, with its Bid.

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### **A.16 SUBMITTING THE BID TO CPA**

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The Bid must clearly state the Bid Due Date and Time identified in [Section A.10.1](#) Calendar of Events and be titled: Bid Submitted for IFB No. 304T-16-405-40402.1 Camera Mounts.

#### **BIDDER MUST SUBMIT THE PRICE SHEET ELECTRONICALLY IN ITS ORIGINAL FORMAT EVEN IF BIDDER SUBMITS A HARD COPY OF ITS BID.**

##### **A.16.1 Electronic Submission**

Please read all instructions carefully for submitting electronically:

Use the following e-mail address to submit your Bid electronically. **It is recommended that Bidder begin the process well in advance of 1:30 pm on the due date:**

[TPASS.ebids@cpa.texas.gov](mailto:TPASS.ebids@cpa.texas.gov)

**The e-mail subject line should contain the IFB number and title as indicated on the cover page.** The Bidder is solely responsible for ensuring that Bidder's complete electronic Bid is sent to, and actually received by, CPA in a timely manner and at the proper destination server.

**IMPORTANT NOTE:** CPA recommends a limit on the attachments to 10MB each. This may result in the sending multiple e-mails to [TPASS.ebids@cpa.texas.gov](mailto:TPASS.ebids@cpa.texas.gov) for the submission of all documentation contained in a Bid.

**ALL DOCUMENTS SHOULD BE SUBMITTED IN MICROSOFT OFFICE® FORMATS (WORD® AND EXCEL®) OR IN A FORM THAT MAY BE READ BY MICROSOFT OFFICE® SOFTWARE. ANY DOCUMENTS WITH SIGNATURES SHALL BE SUBMITTED AS AN ADOBE® PORTABLE DOCUMENT FORMAT (PDF) FILE. CPA IS NOT RESPONSIBLE FOR DOCUMENTS THAT CANNOT BE READ OR CONVERTED. UNREADABLE BIDS MAY BE, IN CPA'S DISCRETION, REJECTED AS NONRESPONSIVE.**

Please be aware that your Internet Service Provider may limit file sizes on your outgoing emails, so try to avoid graphics, pictures, letterheads, etc., which consume a lot of space. These typically include \*.tif/\*.tiff, \*.gif, & \*.bmp file extensions, but may include others, as well. CPA's firewall virus protection runs at all times, so during times of new active virus alerts, incoming traffic may be delayed while virus software scans emails with attachments.

**CPA takes no responsibility for electronic Bids that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any CPA anti-virus or other security software.**

**To confirm receipt of all electronic submissions, contact 512-463-3377 or request a confirmation by e-mail.**

### **A.16.2 Hard Copy Submission**

In lieu of electronic submission, CPA currently still accepts hard copy Bid. Bidder must submit one original signed paper copy.

CPA will no longer provide proof of delivery for Bid delivered by hand to the outside drop box or by courier; however, CPA will document all Bids that CPA receives with a date/time stamp for receipt documentation purposes.

Bidder may send Bid to TPASS at the following address.

By Overnight/Express Mail to (7:45 am - 4:45 pm).

Attn: TPASS Contract Development  
Room 174-A (CPA Mailroom, N.E. Back Dock)  
1711 San Jacinto Blvd.  
Austin, TX 78701

**Facsimile Bids are *not allowed* without prior written approval from CPA.**