



Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P007402

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

V
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Vendor Number: 00021350
1742396344000 | INDUSTRIAL AIR SERVICES, INC.

PO BOX 17396
USA
AUSTIN, TX 78760-7396

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Texas Department of Public Safety
5800 Guadalupe Street
Austin, TX 78752
US
Email: eprocurementshipping@dps.texas.gov
Phone: (512) 424-2000

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

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

Solicitation (Bid) No.: _____

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 938-41

TXDPS Nitrogen Generator Bauer Model SNGII-30600 (parts and labor), per Attachment B Scope of Work and corresponding Vendor's response to IFB 405-16-B001596.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 27,015.00	JOB	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 27,015.00

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
1/16/16-78032-6439-1001- - -1100- - -	\$ 27,015.00

Item # 2

Change Orders:

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.

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.

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.

Item # 3

Any discovery by the Contractor of additional parts and labor required during the repair that is outside the Contract would be considered an internal repair. No repairs outside of the original scope of work are allowed without written authorization via Purchase Order Change Notice (POCN) from the TXDPS Procurement and Contract Services Division. The above referenced POCN would be considered the Internal Repair.

Order of Precedence:

1. TXDPS Purchase Order
2. TXDPS IFB 405-16-B001596 document that includes TXDPS Terms and Conditions and Scope of Work.
3. Industrial Air Services response to solicitation.

Vendor Instructions:

1. Industrial Air Services to reference Purchase Order (PO) Number 405-16-P007402 on all documentation
2. Industrial Air Services Invoices must include: Business name, remittance address, month of goods delivered or services provided and PO number 405-16-P007402

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

Service Period: Date of Award through 8/31/2016

Item # 4

Contact Information:

Vendor Contact:
Dennis Scales 512-243-2277
dscales@iastx.com

TXDPS Contact:
Anna Mudd 512-424-2105
anna.mudd@dps.texas.gov

Procurement Contact:
Cathy Richter 512-424-5579
cathrin.richter@dps.texas.gov

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 27,015.00

APPROVED

By: Cathy Richter, CTPM

Phone#: (512) 424-5579

BUYER



TEXAS DEPARTMENT OF PUBLIC SAFETY
INVITATION FOR BIDS (IFB)
Bauer Nitrogen Generator Repair

IF NOT BIDDING
DO NOT RETURN THIS FORM.

BID ISSUE DATE 3/17/2016
BID OPENING DATE 4/6/2016 @12:30 pm CT
OPEN MARKET BID 405-16-B001596

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

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

FORMAL INVITATION FOR BIDS

INSTRUCTIONS FOR SUBMISSION OF BIDS:

Submit Bids to:
Texas Department of Public Safety
(TXDPS) eProcurement System
Bid #405-16-B001596

https://eprocare.dps.texas.gov/bsollogin.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

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

PREFERENCES

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

Check below to claim a preference under 34 TAC Rule 20.38

- Goods produced or offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
Goods produced in Texas or offered by a Texas bidder that is not owned by a Texas resident service-disabled veteran
Agricultural products grown in Texas
Agricultural products offered by a Texas bidder
Services offered by a Texas bidder that is owned by a Texas resident service-disabled veteran
Services offered by a Texas bidder that is not owned by a Texas resident service disabled veteran
Recycled motor oil and lubricants
Texas Vegetation Native to the Region
Products of persons with mental or physical disabilities
Vendors that meet or exceed air quality standards
Products and services from economically depressed or blighted areas
Recycled or Reused Computer Equipment of Other Manufacturers
Products produced at facilities located on formerly contaminated property
USA produced supplies, materials or equipment
Rubberized asphalt paving material
Products made of recycled, remanufactured, or environmentally sensitive materials including recycled steel
Energy Efficient Products

NOTE TO RESPONDENT

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

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

DESCRIPTION AND PRICING

PURCHASE OF THE FOLLOWING:

TXDPS is requesting Invitation For Bid (IFB from CMBL Vendors under NIGP commodity class/item 938/63 and 493/44 for the following: Repair service and parts for Bauer Nitrogen Generator Model SNGII - 30600. See Scope of Work (SOW) for details.

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. **Also for Bidder not submitting through the eProcurement System please post your questions in an email to services.branch@dps.texas.gov on or before March 24, 2016 3:00pm.**

If the Bidder is submitting through the eProcurement System, pages 8 and 11 shall be uploaded in the Attachments Tab of eProcurement using the following link: <https://eprocure.dps.texas.gov/bsol/login.jsp>

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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	TXDPS Nitrogen Generator Bauer Model SNGII-30600 Replace five (5) of six (6) total membranes.	5	EA	\$	\$
2	TXDPS Nitrogen Generator Bauer Model SNGII-30600 Replace three (3) filtration elements	3	EA		
3	TXDPS Nitrogen Generator Bauer Model SNGII-30600 Replace all steel hose fittings with stainless steel	1	JOB		
4	TXDPS Nitrogen Generator Bauer Model SNGII-30600 Make all adjustments for proper operation	1	JOB		
5	TXDPS Nitrogen Generator Bauer Model SNGII-30600 Hourly Labor Charge	1	HR		
6	TXDPS Nitrogen Generator Bauer Model SNGII-30600 Service Call Charge	1	JOB		
7	TXDPS Nitrogen Generator Bauer Model SNGII-30600 Miscellaneous Charge	1	JOB		

March 24, 2016 3:00 p.m. Questions due via eProcurement or e-mailed to Services.Branch@dps.texas.gov

March 29, 2016 3:00 p.m. Responses to submitted Questions will be posted to eProcurement and/or to the Electronic State Business Daily (ESBD).

March 24, 2016 10:00 a.m. Optional Walk Through Inspection TXDPS Crime Lab

Point of Contact:
 TXDPS Purchaser: Cathy Richter, CTPM
 Phone Number: (512) 424-5579
 E-Mail: Services.Branch@dps.texas.gov

SERVICE PERIOD: From date of award – August 31, 2016

SERVICE PERIOD WITH OPTIONS Applicable Not Applicable

This IFB consists of the following:
 IFB – Pages 1 - 13
 Attachment Listing Page 14
 Attachments A through D - Pages 15 - 31

INVITATION FOR BIDS
Texas Department of Public Safety
Continuation Page

BID OPENING DATE: **4/6/2016 @12:30 pm CT**
BIDDERS NAME

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

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

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

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.

DESCRIPTION (Continued)

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

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

7. **BONDS** Applicable Not Applicable

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

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

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

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

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

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

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

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

See Terms and Conditions for all insurance requirements

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

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

DESCRIPTION (Continued)

11. **SERVICE CALL RESPONSE TIME**

Applicable

Not Applicable

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

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

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

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

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

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

12. **WARRANTY CALL RESPONSE TIME**

Applicable

Not Applicable

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

13. **RETAINAGE**

Applicable

Not Applicable

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

14. **WAGE RATES**

Applicable

Not Applicable

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

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

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

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

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

Applicable

Not Applicable

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

http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/07C%20-%20UGC_2010.pdf

DESCRIPTION (Continued)

- 16. REFERENCES:** Applicable Not Applicable

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

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

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

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

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

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

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

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

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

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

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

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

21. BIDDER AFFIRMATIONS

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

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

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

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

**TEXAS DEPARTMENT OF PUBLIC SAFETY
STANDARD TERMS AND CONDITIONS**

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

1. BIDDING REQUIREMENTS:

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

2. SPECIFICATION:

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

3. TIE BIDS:

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

4. DELIVERY:

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

5. INSPECTION AND TESTS:

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

6. AWARD OF CONTRACT:

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

7. PAYMENT:

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

8. PATENTS, TRADEMARKS, OR COPYRIGHTS:

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

9. BIDDER ASSIGNMENTS:

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

10. BIDDER AFFIRMATIONS:

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

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

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

- 10.04. Under §2155.004, Gov't Code, the bidder certifies that the individual or business entity named in this bid or any contract resulting from this solicitation is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
- 10.05. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this solicitation shall be directly applied towards eliminating any debt or delinquency including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support, until the debt is paid in full. Bidder shall comply with rules adopted by TXDPS under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.
- 10.06. Pursuant to §669.003, Gov't Code, TXDPS may not enter into a contract with a person who employs a current or former executive head of any state agency until four years has passed since that person was the executive head of the state agency. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of any state agency in the past four years. If bidder does employ a person who was the executive head of a state agency, provide the following information:

Name of Former Executive:

Name of State Agency:

Date of Separation from State Agency:

Position with Bidder:

Date of Employment with Bidder:

- 10.07. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.08. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>
- 10.09. Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this solicitation may be terminated and payment withheld if this certification is inaccurate.
- 10.10. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this solicitation are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10.11. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to TXDPS under the solicitation and any resulting contract, if any, and that bidder's provision of the requested items under the solicitation and any resulting contract, if any, would not reasonably create an appearance of impropriety.

- 11. NOTE TO BIDDER:**
If bidder takes any exceptions to any provisions of the solicitation, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the solicitation and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire solicitation. If any bidder takes a 'blanket exception' to the entire solicitation or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
- 12. PROTEST PROCEDURES:**
Any actual or prospective bidder who is aggrieved in connection with this solicitation, evaluation, or award of any contract resulting from this solicitation may formally protest as provided in TXDPS's rules at 37 TAC Rule 1.231.
- 13. DISPUTE RESOLUTION:**
The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the bidder to attempt to resolve any dispute arising under any contract resulting from this solicitation.
- 14. NON-APPROPRIATION OF FUNDS:**
Any contract resulting from this solicitation is subject to termination or cancellation, without penalty to TXDPS, either in whole or in part, subject to the availability of state funds. TXDPS is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If TXDPS becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render TXDPS's or bidder's delivery or performance under the contract impossible or unnecessary, the contract will be terminated or cancelled and be deemed null and void. In the event of a termination or cancellation under this Section, TXDPS will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and TXDPS will not be required to give prior notice.
- 15. TEXAS PUBLIC INFORMATION ACT:**
Notwithstanding any provisions of this solicitation to the contrary, bidder understands that TXDPS will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, bidder will refer to TXDPS any third party requests, received directly by bidder, for information to which bidder has access as a result of or in the course of performance under any contract resulting from this SOLICITATION. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
- 16. CONFLICT OF INTEREST:**
Under §2155.003, Gov't Code, a TXDPS employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Any individual who interacts with public purchasers in any capacity is required to adhere to the guidelines established in Section 1.2 of the State of Texas Procurement Manual, which outlines the ethical standards required of public purchasers, employees, and bidders who interact with public purchasers in the conduct of state business, and with any opinions of or rules adopted by the Texas Ethics Commission. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of TXDPS or purchasers of other state agencies.
- 17. FORCE MAJEURE:**
Neither bidder nor TXDPS shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this solicitation caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
- 18. INDEPENDENT CONTRACTOR:**
Bidder is and shall remain an independent contractor in relationship to the TXDPS. The TXDPS shall not be responsible for withholding taxes from payments made under any contract resulting from this SOLICITATION. Bidder shall have no claim against the TXDPS for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.
- 19. INDEMNIFICATION:**
Bidder shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and TXDPS, its officers, and employees and contractors, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of bidder or any agent, employee, subcontractor, or supplier of bidder in the execution or performance of any contract with bidder resulting from this SOLICITATION. Bidder shall coordinate its defense with the Texas Attorney General as requested by TXDPS. This section is not intended to and shall not be construed to require bidder to indemnify or hold harmless the State or TXDPS for any claims or liabilities resulting from the negligent acts or omissions of TXDPS or its employees.
- 20. RIGHT TO AUDIT:**
In addition to and without limitation on the other audit provisions of this SOLICITATION, pursuant to §2262.003, Texas Government Code, the state auditor may conduct an audit or investigation of the bidder or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the bidder or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the bidder or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. This SOLICITATION or any contract resulting from this SOLICITATION may be amended unilaterally by TXDPS to comply with any rules and procedures of the state auditor in the implementation and enforcement of §2262.003, Texas Government Code. Bidder will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the bidder and the requirement to cooperate is included in any subcontract it awards.
- 21. TEXAS PUBLIC SAFETY COMMISSION STATEMENT:**

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

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

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

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

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

22. NEWS RELEASES, ADVERTISEMENTS AND PUBLICITY:

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

23. REDACTED DOCUMENTS

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

24. CRIMINAL HISTORY BACKGROUND

Performing Agency must have its project personnel submit to a TXDPS fingerprint-based criminal history background investigation, if required by TXDPS. To facilitate this criminal history background investigation, each person must be required to complete the TXDPS Vendor Background Information form (HQ-22), which will be provided by TXDPS. Performing Agency is not responsible for any costs associated with obtaining any fingerprints for the criminal history background investigation.

If TXDPS requires a fingerprint-based criminal history background investigation, Performing Agency must not allow personnel to work on the project who have not successfully completed a TXDPS fingerprint-based criminal history background investigation and who do not otherwise maintain a TXDPS security clearance. In addition, TXDPS has the right to prevent the Performing Agency's personnel from gaining access to the TXDPS building(s) and computer systems if TXDPS determines that such personnel do not pass the background check or fail to otherwise maintain a TXDPS security clearance.

25. ACCESSIBILITY

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

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

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

26. STATUTORY REPORTING REQUIREMENTS

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

27. ABANDONMENT OR DEFAULT:

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

28. ASSIGNMENT:

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

29. DRUG FREE WORKPLACE POLICY:

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

30. NOTICE:

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

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

ATTACHMENTS

List of Attachments	Description
Attachment A	Checklist.....Page 15
Attachment B	Scope of Work.....Page 17
Attachment C	Verification of Experience.....Page 19
Attachment D	Application For Texas Identification Number.....Page 21
Attachment E	Request for Taxpayer Identification Number and Certification.....Page 24
Attachment F	Direct Deposit Authorization.....Page 29

ATTACHMENT A

CHECKLIST

Checklist

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

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

Document Name/Description

- Checklist

- If NOT submitting through eProcurement System, documents included in this IFB shall be returned with the Bid. Please utilize the Checklist to ensure the Bid is complete. (Page 1 of IFB must be signed)

- If submitting through eProcurement System, Bidder Affirmations, Section 21.1 and 21.2, shall be uploaded to the Attachments Tab of eProcurement using the following link:
<https://eprocure.dps.texas.gov/bsa/login.jsp>

- If not submitting through eProcurement System, Bidder Affirmations, Sections 21.1 and 21.2 of this IFB shall be completed and returned with the Bid. -DO NOT LEAVE THESE QUESTIONS BLANK or use N/A. If these sections are not applicable to your company, use the following language:
 - a) Paragraph 21.1 "No owners with at least 25%"
 - b) Paragraph 21.2 "Do not employ a former executive head of any agency"

- Verifications
 - Attachment A – Check List
 - Attachment B – Scope of Work
 - Attachment C – Verification of Experience
 - Attachment D – Application for Texas Identification Number
 - Attachment E – Request for Taxpayer Identification Number and Certification
 - Attachment F – Direct Deposit Authorization

- ___ Vendor will provide a part repair cost as:
Wholesale cost plus % _____
Vendor's cost plus (+) _____ or minus (-) _____

- ___ 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 or being notified that warranty issues exist.

ATTACHMENT B

SCOPE OF WORK

TXDPS Nitrogen Generator

Bauer Model SNGII – 30600

The following work is requested for the Bauer Nitrogen Generator Model SNGII – 30600

1. Replace five (5) of six (6) total membranes
2. Replace three (3) filtration elements
3. Replace all steel hose fittings with stainless steel
4. Make all adjustments for proper operation

ATTACHMENT C

VERIFICATION OF EXPERIENCE

VERIFICATION OF EXPERIENCE FORM

BIDDER NAME:	SOLICITATION NUMBER:
---------------------	-----------------------------

COMPANY NAME	ADDRESS	CITY	STATE	ZIP	CONTACT PERSON	PROJECT DATES	
						START	COMPLETION
					Contact: _____ Phone: _____ E-mail: _____		

PROJECT NAME, LOCATION AND DESCRIPTION

COMPANY NAME	ADDRESS	CITY	STATE	ZIP	CONTACT PERSON	PROJECT DATES	
						START	COMPLETION
					Contact: _____ Phone: _____ E-mail: _____		

PROJECT NAME, LOCATION AND DESCRIPTION

COMPANY NAME	ADDRESS	CITY	STATE	ZIP	CONTACT PERSON	PROJECT DATES	
						START	COMPLETION
					Contact: _____ Phone: _____ E-mail: _____		

PROJECT NAME, LOCATION AND DESCRIPTION

ATTACHMENT D

APPLICATION FOR TEXAS IDENTIFICATION NUMBER

For Comptroller's use only

Application for Texas Identification Number

• See instructions on back

1. Is this a new account? YES Mail Code 000 NO Enter Mail Code _____ Agency number _____
 Complete Sections 1 - 5 Complete Sections 1, 2 & 5

Section 1
 2. **Texas Identification Number (TIN)** - Indicate the type of number you are providing to be used for your TIN
 Employer Identification Number (EIN) (9 digits)
 Social Security number (SSN) (9 digits) Enter the number indicated _____
 Individual Taxpayer Identification Number (ITIN) (9 digits)
 Comptroller's assigned number (FOR STATE AGENCY USE ONLY) (11 digits)
 Current Texas Identification Number (FOR STATE AGENCY USE ONLY) (11 digits)

3. Are you currently reporting any Texas tax to the Comptroller's office such as sales tax or franchise tax? YES NO If "YES," enter Texas Taxpayer Number _____

Section 2
Payee Information (Please type or print)
 4. Name of payee (Individual or business to be paid) _____
 5. Mailing address where you want to receive payments _____
 6. (Optional) _____
 7. (Optional) _____
 8. (Optional) _____
 9. City _____ State _____ ZIP code _____
 10. Payee telephone number (Area code and number) _____ SIC code _____ Security type code (0, 1, 2) _____ Zone code _____

Section 3
 11. **Ownership Codes** - Check only one code by the appropriate ownership type that applies to you or your business.

<input type="checkbox"/> I - Individual Recipient (not owning a business)	<input type="checkbox"/> L - Texas Limited Partnership: If checked, enter the Texas File Number _____
<input type="checkbox"/> S - Sole Ownership (Individual owning a business): If checked, enter the owner's name and Social Security number (SSN) Owner's name _____ SSN / ITIN (9 digits) _____	<input type="checkbox"/> T - Texas Corporation: If checked, enter the Texas File Number _____
<input type="checkbox"/> P - Partnership: If checked, enter two partner's names and Social Security numbers (SSN). If a partner is a corporation, use the corporation's Employer Identification Number (EIN). Name _____ SSN / ITIN / EIN (9 digits) _____ Name _____ SSN / ITIN / EIN (9 digits) _____	<input type="checkbox"/> A - Professional Association: If checked, enter the Texas File Number _____
<input type="checkbox"/> N - Other: If checked, explain. _____	<input type="checkbox"/> C - Professional Corporation: If checked, enter the Texas File Number _____
	<input type="checkbox"/> O - Out-of-State Corporation <input type="checkbox"/> G - Governmental Entity <input type="checkbox"/> U - State agency / University <input type="checkbox"/> F - Financial Institution <input type="checkbox"/> R - Foreign (out of U.S.A.)

Section 4
 12. Payment Assignment? YES NO *Note: A copy of the assignment agreement between payees must be attached.*
 Assignee name _____
 Assignee TIN _____ Assignment date _____

Section 5
 13. Comments _____
 14.  Authorized signature (Applicant or authorized agent) _____ Date _____
 Agency name _____ Prepared by _____ Phone (Area code and number) _____
 15. _____



Application for Texas Identification Number

GLENN HEGAR

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

Fiscal Management
Austin, TX 78774-0100

Who Must Submit This Application -

This application must be submitted by every person (sole owner, individual recipient, partnership, corporation or other organization) who intends to bill agencies of the state government for goods, services provided, refunds, public assistance, etc. The Texas Identification Number (TIN) will be required on all maintenance submitted by state agencies. The use of this number on all billings will reduce the time required to process billings to the State of Texas.

Note: To expedite processing of this application, please return the completed application to the state agency with which you are conducting business. It is not necessary for the payee to sign or complete this form. The state agency representative may complete the form for the payee.

For Assistance -

For assistance in completing this application, please call the Texas Comptroller's office at 1-800-531-5441, ext. 6-8138, or 512-936-8138.

Notice to State Agencies -

When this form is used to set up additional mail codes, Sections 1, 2 and 5 must be completed. State agencies may refer to the Texas Identification Number System (TINS) Guide at <https://fm.x.cpa.state.tx.us/fmx/pubs/tins/tinsguide> for additional information.

General Instructions -

- Do not use dashes when entering Social Security, Employer Identification, Individual Taxpayer Identification or Comptroller's assigned numbers.
- Disclosure of your Social Security number is required. This disclosure requirement has been adopted under the Federal Privacy Act of 1974 (5 U.S.C.A. sec. 552a(note)(West 1977), the Tax Reform Act of 1976 (42 U.S.C.A. sec. 405(c)(2)(C) (West 1992), TEX. GOV'T. CODE ANN. sec. 403.055 (Vernon 2005) and TEX. GOV'T. CODE ANN. sec. 403.056 (Vernon 2005). Your Social Security number will be used to help the Texas Comptroller of Public Accounts administer the state's tax laws and for other purposes. See Op Tex. Att'y Gen. No. H-1255 (1978).

Specific Instructions -

Section 1 - Texas Identification Number

EIN: For all ownership codes other than Individual Recipient listed in Section 3, enter a 9-digit Employer Identification Number (EIN) issued by the Internal Revenue Service.

SSN: For Individual Recipient or Sole Owner without an EIN, enter your 9-digit Social Security number (SSN) issued by the Social Security Administration.

ITIN: For Individual Recipient or Sole Owner without an EIN, enter your 9-digit Individual Taxpayer Identification Number (ITIN) issued by the IRS.

Comptroller Assigned Number – 11 digits: FOR STATE AGENCY USE ONLY. A Comptroller Assigned Number is an ID number that is given to a state agency that needs to pay either a foreign entity or a foreign individual who does not have an EIN, SSN or ITIN.

Current Texas Identification Number – 11 digits: FOR STATE AGENCY USE ONLY.

Are you currently reporting any Texas tax to the Comptroller's office such as sales tax or franchise tax? If "YES," enter Texas Taxpayer Number.

Section 2 - Payee Information

Items 4 through 8 - Enter the complete name and mailing address where you want payments to be received. Names of individuals must be entered first name first. Each line cannot exceed 50 characters including spaces. If the name is more than 50 characters, continue the name in Item 5 and begin the address in Item 6.

Item 9 - Enter the city, state and ZIP code.

Item 10 - Enter payee telephone number.

SIC code, Security type code and Zone code: FOR STATE AGENCY USE ONLY.

Section 3 - Ownership Codes

Item 11 - Check the box next to the appropriate ownership code and enter additional information as requested. Please check only one box in this section. The Secretary of State's office may be contacted at 512-463-5555 for information regarding Texas file numbers.

Section 4 - Payment Assignment

Item 12 - Use when one payee is assigning payment to another payee. When setting up an assignment payment, fill out this section completely and include a copy of the assignment agreement between the assignee and the assignor.

Section 5 - Comments and Identification

Item 13 - Enter any additional information that may be helpful in processing this application. Items 14 and 15 are for identification purposes. Always complete the identification section, including comments and authorized signature.

Under Ch. 559, Government Code, you are entitled to review, request and correct information we have on file about you, with limited exceptions in accordance with Ch. 552, Government Code. To request information for review or to request error correction, contact us at the address or phone numbers listed on this form.

ATTACHMENT E

REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number											
				-			-				
or											
Employer identification number											
				-							

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

- 1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
- 2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
- 3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.
- 4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).
- 5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

ATTACHMENT F

DIRECT DEPOSIT AUTHORIZATION

For Comptroller's Use Only		

Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

Transaction Type

SECTION 1	<input type="checkbox"/> New setup (Sections 2, 3, 5 and 6)	<input type="checkbox"/> Change account type (Sections 2, 3, 4, 5 and 6)
	<input type="checkbox"/> Change financial institution (Sections 2, 3, 4, 5 and 6)	<input type="checkbox"/> Cancellation (Sections 2 and 6 - Sections 7 and 8 for state agency use)
	<input type="checkbox"/> Change account number (Sections 2, 3, 4, 5 and 6)	

Payee Identification

SECTION 2	Payee type	<input type="checkbox"/> Texas Identification Number (TIN)	<input type="checkbox"/> Individual Taxpayer Identification Number (ITIN)	Mail code (If not known, leave blank.)
	<input type="checkbox"/> State employee	<input type="checkbox"/> Employer Identification Number (EIN)		
	<input type="checkbox"/> Vendor or other recipient	<input type="checkbox"/> Social Security Number (SSN) *		
	Payee name		Phone number	
			ext.	
	Mailing address	City	State	ZIP code

New Account Information (Setups and Changes) (Completion by financial institution is recommended.)

SECTION 3	Financial institution name		City	State
	Routing transit number (9 digits)	Customer account number (maximum 17 characters)		Type of account
				<input type="checkbox"/> Checking <input type="checkbox"/> Savings
	Financial representative name (optional)		Title (optional)	
	Financial representative signature (optional)		Phone number (optional)	Date (optional)
			ext.	

Existing Account Information (Changes Only)

SEC 4	Routing transit number (9 digits)	Customer account number (maximum 17 characters)	Type of account
			<input type="checkbox"/> Checking <input type="checkbox"/> Savings

International Payments Verification (required)

SEC 5	Will these payments be forwarded to a financial institution outside the United States?..... <input type="checkbox"/> YES <input type="checkbox"/> NO		
	If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).		

Authorization for Setup, Changes or Cancellation (required)

SECTION 6	I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error. I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	sign here ▶	Authorized signature	Printed name

Cancellation by Agency (for state agency use)

SEC 7	Reason	Date

Authorized Signature (for state agency use)

SECTION 8	sign here ▶	Signature	Date
		Phone number	Agency number
		ext.	
		Agency name	
	Comments		

Please return your completed form to:
 TEXAS COMPTROLLER OF PUBLIC ACCOUNTS
 Fiscal Management - Direct Deposit Program
 P.O. Box 13528
 Austin, TX 78711-3528
 FAX: 512-475-5424 Phone: 512-936-8138

Instructions for Direct Deposit Authorization

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. To request information for review or to request error correction, use the contact information on this form.

Section 1: Transaction Type

Select the appropriate transaction type(s).

Section 2: Payee Identification

Select payee type, provide the Texas Identification Number (TIN), Employer Identification Number (EIN) Social Security Number (SSN)* or Individual Taxpayer Identification Number (ITIN) and enter payee contact information.

***Federal Privacy Act Statement**

Disclosure of your Social Security number is required and authorized under law, for the purpose of tax administration and identification of any individual affected by applicable law, 42 U.S.C. sec. 405(c)(2)(C)(i); Texas Govt. Code Sections 403.011, 403.056, and 403.078. Release of information on this form in response to a public information request will be governed by the Public Information Act, Chapter 552, Government Code, and applicable federal law.

Section 3: New Account Information (Needed for setups and changes)

Completion by financial institution is recommended.

Important: Your direct deposit account information may be different from the account information printed on your checks. It is recommended that you contact your financial institution to confirm your direct deposit account information.

Prenote Test:

A prenote test will be sent to your financial institution for the account information provided. The prenote test is for a period of six banking days, and it is sent to your financial institution to verify your account information. If no further action is required by your financial institution, your direct deposit instructions will become effective when the six banking day prenote time frame has expired.

Section 4: Existing Account Information (Needed for changes to existing account information)

When requesting a change to your existing direct deposit account information, you must complete Section 4 with the existing account information for verification purposes. This measure will help the paying state agency verify accuracy of the requested change.

Any change to banking information begins a prenote test period. See explanation in Section 3, above.

Section 5: International Payments Verification

Check "YES" or "NO" to indicate if direct deposit payments to the account information designated in Section 3 of this form will be forwarded to a financial institution outside the United States. If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).

Section 6: Authorization for Setup, Changes or Cancellation

Must be completed in its entirety, and no alterations to the authorization language will be accepted.

For State Agency Use

Section 7: Cancellation by Agency

Provide reason for cancellation request.

Section 8: Authorized Signature

For state agency use only.