



Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P008342

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

V
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Vendor Number: 00005327
1742801036100 | GOMEZ FLOOR COVERING, INC.

3816 BINZ ENGLEMAN RD STE B125
USA
SAN ANTONIO, TX 78219-2297

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Texas Department of Public Safety
Administration Division
5805 North Lamar Blvd
Austin, TX 78752-4431
US
Email: eprocurementshipping@dps.texas.gov
Phone: (512) 424-2000

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

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

Solicitation (Bid) No.: 405-16-B001711

Payment Terms: State of Texas Prompt Pay
Shipping Terms: F.O.B., Destination
Delivery Calendar Day(s) A.R.O.: 30

Item # 2
Class-Item 910-09

HQ - Bldg A - provide material and installation of carpet for an area of approximately 7,304 square feet and floating LVT for an area of approximately 120 square feet.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
1.00	\$ 25,520.00	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 25,520.00

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
2/16/16-30011-6247-1001- - -1000- - -	\$ 25,520.00

Item # 1

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.

Notice Under Government Code 2261.252

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

CERTIFICATION CONCERNING RESTRICTED EMPLOYMENT FOR FORMER STATE OFFICERS OR EMPLOYEES UNDER TEXAS GOVERNMENT CODE 572.069

Respondent certifies that it has not employed and will not employ a former Texas Department of Public Safety (TXDPS) or state officer who participated in a procurement or contract negotiation for TXDPS involving Respondent 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. Any contract found to violate Government Code 572.069 is void.

Workers Compensation

Texas law does not require workers' compensation insurance and there are other options for businesses to demonstrate responsibility in protecting the bidder's covered workers from work-related injuries or illnesses. Bidders should include a statement of the specific methods it uses to so protect its covered workers. <http://www.tdi.texas.gov/consumer/wc.html>.

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

Item # 3

Documents and instructions for this Purchase Order include:

1. Purchase Order 405-16-P008342
2. TXDPS Terms and Conditions incorporated in the IFB Package
3. Statement of Work/Specifications incorporated in the IFB Package
4. Invitation for Bid (IFB) Package - 405-16-B001711
5. Gomez Floor Covering bid response as submitted to TXDPS
6. Gomez Floor Covering to reference PO Number 405-16-P008342 on all documentation
7. Invoices must include: Business name, remittance address, month of services and PO 405-16-P008342

Gomez Floor Covering shall coordinate project with Contract Monitor to complete job within 30 business days from date of award unless approval from Contract Monitor is given to extend the expected date of completion.

Vendor Contact: Randy Whitener
Phone: 210-651-2005
Email: rwhitener@gfc-contracting.com

TXDPS Contact: AnnMarie Davis
Phone: 512-424-2167
Email: AnnMarie.Davis@dps.texas.gov

TXDPS Purchaser: Jennifer Feliciano
Phone: 512-424-2096
Email: jennifer.feliciano@dps.texas.gov

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 25,520.00

APPROVED

By: Jennifer Feliciano,CTCM, CTPM

Phone#: (512) 424-5255

BUYER



TEXAS DEPARTMENT OF PUBLIC SAFETY
INVITATION FOR BIDS (IFB)
Carpet Materials & Installation

IF NOT BIDDING
DO NOT RETURN THIS FORM.

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

BID ISSUE DATE 4/18/2016
BID OPENING DATE 5/3/2016 @ 3:00 pm CENTRAL TIME
OPEN MARKET BID 405-16-B001711

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-B001711

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

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

SERVICES.BRANCH@DPS.TEXAS.GOV

THIS IFB MAY BE CANCELLED AT ANY TIME

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

*****NOTE*****

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

VENDOR CONTACT INFORMATION

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

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

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

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

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

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

PREFERENCES

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

Check below to claim a preference under 34 TAC Rule 20.38

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

NOTE TO RESPONDENT

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

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

DESCRIPTION AND PRICING

PURCHASE OF THE FOLLOWING:

The Texas Department of Public Safety (TXDPS) solicits bids to provide material and installation of carpet for an area of approximately 7,304 square feet and floating LVT for an area of approximately 120 square feet.

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

If the Bidder is submitting through the eProcurement System, page 8 shall be uploaded in the Attachments Tab of eProcurement using the following link: <https://eprocure.dps.texas.gov/bsollogin.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	Cost to complete job per Scope of Work and Specifications	1	job	\$	\$

April 27, 2016, 10:00 a.m. There will be a MANDATORY site visit on Wednesday, April 27, 2016, 10:00 AM at TXDPS Headquarters Campus, 5805 North Lamar Blvd., Austin, Texas 78752

April 27, 2016 5:00 p.m. Questions due via eProcurement or e-mailed to Services.Branch@dps.texas.gov

April 28, 2016 5:00 p.m. Responses to submitted Questions will be posted to eProcurement and/or to the Electronic State Business Daily (ESBD).

Point of Contact:
 TXDPS Purchaser: Jennifer Feliciano, CTCM, CTPM
 Phone Number: (512) 424-2096
 E-Mail: Services.Branch@dps.texas.gov

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

SERVICE PERIOD WITH OPTIONS Applicable Not Applicable

INVITATION FOR BIDS
Texas Department of Public Safety
Continuation Page

BID OPENING DATE: **5/3/2016 @ 3:00 pm**
BIDDERS NAME

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

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

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

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. HISTORICALLY UNDERUTILIZED BUSINESS (HUB) PARTICIPATION

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

INVITATION FOR BIDS
Texas Department of Public Safety
Continuation Page

BID OPENING DATE: **5/3/2016 @ 3:00 pm**
BIDDERS NAME

8.5 The successful Respondent shall submit to the Contract Administrator on a monthly basis (by the 5th day of the following month) the Prime Vendor Progress Assessment Report, which is included as Attachment H, HUB Subcontracting Plan.

8.6 The successful Respondent shall include the non-discrimination clauses in Section 8(kk) of the TXDPS Lease Contract in all subcontracts.

9. INSURANCE Applicable Bidders may be Required to Present Proof of Insurance.
See Terms and Conditions for all insurance requirements

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

11. SERVICE CALL RESPONSE TIME Applicable Not Applicable
Response time will vary dependent upon the complexity and/or location of the service. After receiving a call for service, the Vendor shall have a technician on-site within the specified time requirements for the following types of service calls:

- 11.01. **SERVICE CALL DURING REGULAR WORK HOURS (8:00 a.m. to 5:00 p.m.)**: Within N/A hour(s) of notification.
- 11.02. **SERVICE CALLS OUTSIDE REGULAR HOURS**: Within N/A hour of notification
- 11.03. **EMERGENCY SERVICE DURING REGULAR WORK HOUR (8:00 a.m. to 5:00 p.m.)**: Response time to emergency call-backs during regular business hours shall be within N/A hours. TXDPS will identify emergency calls at time of notification.
- 11.04. **EMERGENCY CALLS OUTSIDE REGULAR HOURS**: Within N/A hour(s) of notification.
An emergency call will be identified as any conditions that can potentially impact the health, safety and welfare of TXDPS' employees and the public. TXDPS will identify emergency calls at time of notification.

12. WARRANTY CALL RESPONSE TIME Applicable Not Applicable
TXDPS requires the Vendor to respond to any warranty call concerning this project within a 48 hour time period. For any warranty call issued, the Vendor shall have a qualified technician onsite within 72 hours of being notified that a warranty issue exists.

13. RETAINAGE Applicable Not Applicable
TXDPS reserves the right to withhold 10% retainage from final payment until all work is accepted by TXDPS and warranty or equipment operation and maintenance documents are in hand (if applicable). This includes required original Vendor provided installation letters on their letterhead, applicable material manufacturer industry standard warranties, any equipment operation and maintenance manuals, or other project inclusive documentation for the respective trades associated with this project.

INVITATION FOR BIDS
Texas Department of Public Safety
Continuation Page

BID OPENING DATE: **5/3/2016 @ 3:00 pm**
BIDDERS NAME

DESCRIPTION (Continued)

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 1½ times 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

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, Verifications Form shall be returned with the Bid.

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

17. CORRECTIVE ACTION PLAN:

Applicable Not Applicable

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

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

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

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

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

DESCRIPTION (Continued)

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
Revised 10/2/2014

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

1. BIDDING REQUIREMENTS:

- 1.1 Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2 Bids must be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.3 Bids must be time stamped at Texas Department of Public Safety (TXDPS) on or before the hour and date specified for the bid opening.
- 1.4 Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.5 Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.6 Bid prices are requested to be firm for TXDPS acceptance for 30 days from bid opening date. "Discount from list" Bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.7 Bidder should enter their Federal Employee Identification Number (EIN) in the space provided on page 1 of this IFB
- 1.8 Bidder shall complete the vendor contact information on page 1 this IFB.
- 1.9 Bidder shall complete firm name on each continuation page of the IFB, in the block provided in the upper right hand corner.
- 1.10 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.
- 1.11 Purchases made for States use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.

2. AWARD NOTICE:

- 2.1 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.
- 2.2 Consistent and continued tie bidding could cause rejection of bids by the TXDPS and/or investigation for antitrust violations.
- 2.3 Inquiries pertaining to this solicitation must include the requisition number, class/item codes, and opening date.

3. SPECIFICATION:

- 3.1 Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under §2155.067, Texas Government Code (Gov't Code). If bidding on other than references, bid should show manufacturer, brand or trade name, and other description of product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered are requested to be made part of the bid. Failure to take exception to specifications or reference data will require bidder to furnish specified brand names, numbers, etc.
- 3.2 Unless otherwise specified, items shall be new and unused and of current production.
- 3.3 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 3.4 Samples, when requested, must be furnished 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.
- 3.5 The State will not be bound by any oral statement or representation contrary to the written specifications of this Solicitation.
- 3.6 Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation.

STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

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

4. TIE BIDS:

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

5. DELIVERY:

- 5.1 Show number of days required to place 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.
- 5.2 If delay is foreseen, bidder shall give written notice to the TXDPS and the ordering agency. Bidder must keep the TXDPS and ordering agency advised at all times of status of order.
- 5.3 Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the TXDPS to purchase the goods or services of this solicitation elsewhere and charge any increased costs for the goods or services, including the cost of rebidding, to the bidder.
- 5.4 No substitutions permitted without written approval of TXDPS.
- 5.5 Delivery shall be made during normal working hours only, unless prior approval has been obtained from ordering

6. 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.

7. 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. State agencies shall report a vendor's performance on any purchase of \$25,000 or more from contracts administered by the commission or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title D, Subtitle D or a purchase exemption from CPA/TPASS procurement rules and procedures.

8. PAST PERFORMANCE:

A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Texas Government Code, Title 10, Subtitle D, Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125 and Texas Administrative Code, Title 1, Chapter 113.6, information obtained from the Texas Procurement and Support Services' Vendor Performance Tracking System may be used in evaluating responses to solicitations for goods and services to determine the best value for the State. Respondents may fail this selection criterion for any of the following conditions:

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

Contractor performance information is located on the CPA web site at:
http://www.window.state.tx.us/procurement/prog/vendor_performance/

STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

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

9. PAYMENT:

Bidder shall submit 2 copies of an itemized invoice showing State order number and agency 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.

10. 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.

11. 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.*

12. 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:

12.1 The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

12.2 Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

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

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

12.4 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

12.5 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 prohibit a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.

STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

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

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

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

- 12.7 In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 12.8 Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at the following <https://www.sam.gov/portal/public/SAM/>
- 12.9 Sections 2155.006 and 2261.053, Gov't Code, prohibit state agencies from awarding contracts to any person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by §418.004, Gov't Code, occurring after September 24, 2005. Under §2155.006, Gov't Code, bidder certifies that the individual or business entity named in its bid is not ineligible to receive a contract and acknowledges that any contract resulting from this solicitation may be terminated and payment withheld if this certification is inaccurate.
- 12.10 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.
- 12.11 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.

13. 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.

14. PROTEST PROCEDURES:

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

STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

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

15. 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.

16. 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.

17. TEXAS PUBLIC INFORMATION ACT:

Notwithstanding any provisions of this solicitation to the contrary, bidder understands that TXDPS will comply with the Texas Public Information Act (Chapter 552, Gov't Code) as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to the Texas Public Information Act. Within three (3) days of receipt, 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.

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

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

18. CONFLICT OF INTEREST:

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

STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

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

By signing the Execution of Proposal, the Respondent affirms that the execution of an agreement between Respondent and the State will not create a conflict of interest or cause an appearance of a conflict of interest. In its proposal, Respondent must disclose any existing or potential conflicts of interest or possible issues that might create appearances of impropriety relative to Respondent's (and its proposed subcontractors') submission of a proposal and possible selection as contractor or its performance of the Contract.

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

19. 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.

20. 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.

21. INDEMNIFICATION:

Acts or Omissions

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringements

- a) **Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS**

STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

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

OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

- b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.
- c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

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

22. RIGHT TO AUDIT:

In addition to and without limitation on the other audit provisions of this SOLICITATION, pursuant to §2262.003, 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

STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

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

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.

23. PUBLIC SAFETY COMMISSION REVIEW:

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

- 23.1 Contract valued at one million dollars and 00/100 (\$1,000,000.00) or more, including available renewal options.
- 23.2 Contract Amendments (other than exercise of available renewal options) valued at \$100,000.00 or more that increase the value of the original contracts by 50% or more; and
- 23.3 Contract amendments (other than exercise of available renewal options) valued at \$500,000 or more.

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

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

24. NEWS RELEASES, ADVERTISEMENTS AND PUBLICITY:

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.

25. 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.

26. 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 (HR-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.

27. 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).

STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

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

27.1 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.

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/>

28. 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 TXDPS' submission to LBB for publication.

29. 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.

30. 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.

31. 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.

32. NOTICE:

Any written notices required under this Contract will be by either hand delivered to Contractor's office address specified herein 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.

33. TERMS AND CONDITIONS:

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

STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

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

34. INSURANCE:

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

- 34.1 **Workers' Compensation and Employers' Liability coverage with minimum policy limits for employers' liability of \$1,000,000.00 bodily injury per accident, \$1,000,000.00 bodily injury disease policy limit and \$1,000,000.00 per disease, per employee. Workers' compensation insurance coverage must meet the statutory requirements of Texas Labor Code, Section 401.011(46). Certification in writing from contractor and subcontractors shall be provided to TXDPS in accordance with Texas Labor Code, Section 406.096.**
- 34.2 **Commercial General Liability Insurance** including, but not limited to:
- a) Premises/Operations, Personal injury & Advertising Liability, Products/Completed Operations, Independent Vendors and Contractual Liability with minimum combined bodily injury (including death) and property damage limits of one million and 00/100 dollars (\$1,000,000.00) per occurrence,
 - b) One million and 00/100 dollars (\$1,000,000.00) products/completed operations aggregate and
 - c) Two million and 00/100 (\$2,000,000.00) general aggregate.
 - d) Medical Expense each person: \$5,000
 - e) Damage to premises rented to you: \$50,000
- 34.3 The policy shall contain the following provisions:
- a) Blanket contractual liability coverage for liability assumed under the contract;
 - b) Independent contractors' coverage;
 - c) State of Texas, TXDPS, its officials, directors, employees, representatives and volunteers must be listed as additional insured's;
 - d) Thirty (30) day Notice of Cancellation in favor of TXDPS; and
 - e) Waiver of Transfer Right of Recovery Against Others in favor of TXDPS.
- 34.4 Business Automobile Liability Insurance for all owned, non-owned and hired vehicles with a minimum combined single limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- 34.5 Alternate acceptable limits are \$250,000.00 bodily injury per person, \$500,000.00 bodily injury per occurrence and at least \$100,000.00 property damage liability per accident.
- 34.6 If this insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than sixty (60) months following completion of this Contract and acceptance by the Department.
- 34.7 Coverage, including any renewals, shall have the same retroactive date as the original policy applicable to this Contract. Civil Rights Liability shall be provided with the same liability limits. It may be included within the General Liability policy or written on a separate policy;
- 34.8 Liability coverage shall include coverage for damage to property and injury to persons caused by boiler and other equipment malfunction. The policy shall contain an endorsement to include coverage for the property of third parties.

The Department shall be named as an additional insured by using endorsement CG2026 or broader.

If insurance policies are not written for amounts specified above, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability insurance is provided, it shall follow the form of the primary coverage.

STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

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

Each policy of required insurance shall provide for thirty (30) days written notice of cancellation to TXDPS and include the following provisions. "It is a condition of this policy that the Company shall furnish written notice to TXDPS, Contract Administrator, Procurement and Contract Services Bureau, 5805 North Lamar Blvd, Austin, TX 78752 thirty (30) days in advance of any reduction in, or cancellation of this policy".

Insurance shall be effective and evidence of acceptable insurance furnished to TXDPS, prior to commencing any operations under this Contract.

Required Provisions: The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- 34.9 Name the Department and its commissioners, officers, and employees as additional insured to all applicable policies.
- 34.10 Waive subrogation against the Department, its commissioners, officers and employees, for bodily injury (Including death), property damage or any other loss.
- 34.11 Provide that the Contractor's insurance is the primary insurance in regards to the Department, its commissioners, officers, and employees
- 34.12 Provide that all provisions of this Contract concerning liability, duty and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- 34.13 Ensure that all certificates of insurance identify the service or product being provided and the name of responsible party.
- 34.14 The Contractor through an insurance agent licensed by the State of Texas shall obtain all insurance coverage and an insurance company licensed to issue such coverage in this State shall provide such coverage. No "self-insurance" coverage shall be acceptable. Local governmental entities, such as municipalities or counties, may submit proof of financial responsibility acceptable to the Department in lieu of commercial insurance policies.
- 34.15 All Insurance coverage obtained by the Contractor shall continue in full force and effect during the term of the Contract... No Contract shall be entered into between the Contractor and the Department unless insurance coverage binders are received by the date scheduled for the execution of the Contract. Proof of insurance policies must be delivered prior to the date on which the services of the Contractor shall commence.
- 34.16 All insurance coverage is to be provided by insurance carriers permitted to conduct business in Texas. All insurance carriers shall be, at a minimum, rated "A VII" by A.M. Best or equivalent rating by a similar insurance rating service.
- 34.17 The Contractor may choose the amount of deductible for any other insurance coverage required (above) to be obtained by the Vendor, but in no event shall such deductible for each occurrence exceed five (5) percent of the required yearly aggregate limit of coverage.
- 34.18 The Contractor is responsible for the first dollar defense coverage. All general liability and professional liability policies shall provide defense in addition to the policy limits.
- 34.19 The limits required herein are minimum acceptable. However, these limits are not to be construed as being the maximum any prospective Contractor may wish to purchase for their own benefit.

35. TERMINATION:

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

- 35.1 **TERMINATION BY DEFAULT:** In the event that Vendor fails to carry out or comply with any of the requirements of this Contract (including but not limited to any statement, representation or warranty in this Contract that is false, misleading, or erroneous in any material respect) with Department, Department may notify Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) calendar days. In the event that Vendor fails to remedy such failure or default within the ten (10) calendar day period, Department will have the right to cancel this Contract upon ten (10) days written notice.

STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

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

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

STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

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

- defaulting Vendor in the re-solicitation and TXDPS may not consider the defaulting Vendor in future solicitations for the same type of work, unless the specification or scope of work significantly changes
- 7) If this Contract is terminated for any reason, TXDPS and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination.
 - 8) However, Vendor may be entitled to the remedies provided in Texas Government Code, Chapter 2260.

36. HISTORICALLY UNDERUTILIZED BUSINESS PARTICIPATION REQUIREMENTS:

This Subsection applies if TXDPS determined that sub-contracting opportunities were probable for procurements/ contracts with an estimated value of \$100,000 and over.

36.1 Definitions.

For purposes of this Section:

- 1) “**Historically Underutilized Business**” or “**HUB**” means an entity where its principle place of business is in Texas and 51% or more is owned and operated by one or more economically disadvantaged persons as defined by Texas Government Code, §2161.001, and, Texas Administrative Code, Title 34, §20.12.
- 2) “**HSP**” means a HUB Subcontracting Plan.
- 3) “**HUB requirements**” means this section is governed as defined by Texas Government Code, §2161.252(b) - §2161.253, and, Texas Administrative Code Title 34, §20.14.

36.2 HUB Requirements.

- 1) Contractor must submit an HSP for TXDPS’s approval.
- 2) Contractor must submit a report to TXDPS’s contract manager and the TXDPS HUB Program Office monthly, in the format required by the TXDPS HUB Program Office, of its use of subcontractors (i.e., HUBs and Non-HUBs) to fulfill the subcontracting opportunities identified in the HSP.
- 3) If the Parties amend the Agreement to include a change to the scope of work, should the TXDPS HUB Program Office determine a probability for additional subcontracting opportunities, the Contractor must submit a HSP Change Request Form and, if applicable, a revised HSP to the TXDPS HUB Program Office. All proposed changes to the HSP must comply with the requirements of Section 33(b), (4).
- 4) Contractor shall obtain prior written approval from the TXDPS HUB Program Office before making any changes to the HSP. The proposed changes must comply with TXDPS’s HUB Program Office good faith effort requirements relating to the development and submission of a HSP.
- 5) TXDPS’s HUB Program Office will determine if the Contractor made a good faith effort to utilize HUBs for subcontracting opportunities identified in the procurement/contract as it relates to **Section 33(b), (1), (3), and (4)**, and, the HUB subcontracting provisions specified in the Contractor’s HSP.
- 6) During the term of the contract, if the TXDPS HUB Program Office determines that the Contractor’s subcontracting activity does not demonstrate a good faith effort, the Contractor may be subject to provisions in the Vendor Performance and Debarment Program (34 T.A.C., Part 1, Chapter 20, Subchapter C, Rule §20.105), and subject to remedies for Breach of contract.

37. CERTAIN BIDS AND CONTRACTS PROHIBITED (Sec. 2155.004):

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

- 37.1 A state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or request for proposals on which the bid or contract is based.

STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

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

- 37.2 A bid or award subject to the requirements of this section must include the following statement:
Under Section 2155.04, Government Code, the vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.
- 37.3 If a state agency determines that an individual or business entity holding a state contract was ineligible to have the contract accepted or awarded under Subsection 37.1, the state agency may immediately terminate the contract without further obligation to the vendor.
- 37.4 This section does not create a cause of action to contact a bid or award of state contract. This section does not prohibit a bidder or contract participant from providing free technical assistance to a state agency.

38. APPLICABLE LAW VENUES:

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

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

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

Contractor shall maintain and retain supporting fiscal and any other documents relevant to showing that any payments under this Contract funds were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Contractor shall maintain all such documents and other records relating to this Contract and the State's property for a period of four (4) years after the date of submission of the final invoices or until a resolution of all billing questions, whichever is later. Contractor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to the "Work". Contractor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to investigation or audit. Contractor must retain all work and other supporting documents pertaining to this Contract, for purposes of inspecting, monitoring, auditing, or evaluating by TXDPS and any authorized agency of the State of Texas, including an investigation or audit by the State Auditor.

Contractor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Contractor's failure to comply with this Section shall constitute a material breach of this Contract and shall authorize the TXDPS and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Government Code, §2262.003 the acceptance of funds by Contractor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract, shall constitute acceptance of the authority of the State Auditor to conduct an audit or investigation in connection with those funds. Contractor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Contractor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Contractor and the requirement to cooperate is included in any subcontract it awards.

STANDARD TERMS AND CONDITIONS
Revised 10/2/2014

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

Furthermore, under the direction of the legislative audit committee, an 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.

40. **TAXES:**

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

41. **SUBSTITUTIONS:**

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

ATTACHMENTS

List of Attachments	Description	Page
Attachment A	Checklist.....	26
Attachment B	Scope of Work.....	28
Attachment C	Verifications	40
Attachment D	Drawing	42

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, Sections 21.1 and 21.2 of page 8, shall be uploaded to the Attachments Tab of eProcurement using the following link: <https://eprocure.dps.texas.gov/bsollogin.jsp>

- If not submitting through eProcurement System, Bidder Affirmations, Sections 21.1 and 21.2 of page 8 of this IFB shall be completed and returned with the Bid. DO NOT LEAVE THESE QUESTIONS BLANK or use N/A. If these sections are not applicable to your company, use the following language:
 - a) Paragraph 21.1 "No owners with at least 25%"
 - b) Paragraph 21.2 "Do not employ a former executive head of any agency"

- Verifications (Attachment C)

- Written Certification from Carpet Manufacturer that certifies bidder's firm is an approved installer

- Company information
 - Company name
 - Company address
 - Phone number
 - Products firm manufacturers (Section 096810, 1.03, B)

ATTACHMENT B

SCOPE OF WORK

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



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

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

Project Location:

TXDPS Headquarters Campus
Building A, A240, IT Basement Level
5805 North Lamar Blvd.
Austin, Texas 78752

Department of Public Safety Contacts:

Eddie King
Facilities Manager
TXDPS, Austin, Texas
James.king@dps.texas.gov

Ann Marie Davis (Contract Monitor)
Facilities Project Manager (512) 424-2167
TXDPS, Austin, Texas
Annmarie.Davis@dps.texas.gov

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



SECTION 01 1100 – CARPET/LVT INSTALLATION SUMMARY OF WORK

PART 1 – GENERAL

SECTION 1.0 GENERAL

- 1.01 SCOPE OF WORK: PROVIDE MATERIAL AND INSTALLATION OF CARPET FOR AN AREA OF APPROXIMATELY 7,304 SQUARE FEET AND FLOATING LVT FOR AN AREA OF APPROXIMATELY 120 SQUARE FEET. The Contractor is responsible for including all means and methods necessary to complete this portion of the project. In general, the work includes, but is not limited to the following items:
1. Provide 12 foot rolls of Lees/ Mohawk "Work IT" carpet; color #228 Natural Hybrid or equal for the office areas indicated on the attached floor plan. Installation of carpet, pad and base will be performed in two separate phases as noted on the drawing. Both phases total approximately 6,563 square feet. Existing carpet will have been removed during abatement.
 2. Provide 24 inch carpet tiles of Lees/ Mohawk "Work IT" carpet; color #228 Natural Hybrid or equal for the office area noted on the drawing called the OIC. Area is approximately 741 square feet. This area is a 24 hour operation and carpet removal and installation will be performed in stages with the furniture and employees still in the space. There are two rows of workstation furniture; one row will be lifted at a time to complete the flooring removal and new carpet installation.
 3. Provide 9 inchx59 inch 20 millimeter Planks Floating LVT of Mohawk Group Hot and Heavy Secoya C0009, Colorway #872 Piction Park or equal for breakroom as indicated on the attached floor plan. Area is approximately 120 square feet. Existing tile will have been removed during abatement.
 4. Supply and install minor floor patch for the offices where the new carpet and LVT will be installed to verify that the substrate is smooth and ready for carpet installation.
 5. Install new carpet as direct glue down as indicated on floor plan.
 6. Supply and install new rubber wall base in all areas. Match existing.
 7. Clean area daily and at completion of project for a ready to use condition.
 8. The Contractor is required to provide carpet, LVT, wall base, manufacturer specified required adhesive, labor and equipment for a turnkey final performance of the flooring installation.
 9. Provide Warranty on all installation.
- 1.02 QUALITY CONTROL
1. New carpet, LVT and wall base must be installed in accordance to the product manufacturer's recommendations.
 2. The Contractor is responsible for properly disposing of all debris including trash, or construction debris associated with this project. Removal shall not utilize TXDPS dumpster or equipment unless authorized by TXDPS Building Manager.
 3. TXDPS will identify an exterior staging area/ entry for use by the Contractor. This temporary storage must be maintained in a neat, orderly manner and restored to original condition upon completion.
 4. Any container used as part of this contract is subject to inspection upon being located on TXDPS property.
 5. The Contractor shall efficiently schedule all work to ensure work will be done in as few calendar days as possible for optimum installation to meet the manufacturer's warranty requirements. All work shall be continuous to ensure the facility impact is minimal with limited disruptions. Every effort shall be made to eliminate down time and get TXDPS operations back in service as quickly and safely as possible. The exact dates will be coordinated once the bid award is made.
 6. All work will be performed by qualified craft persons with a minimum of (3) three years of experience in the field. It shall be the Contractor's responsibility to provide only skilled qualified workers for this project.
 7. The new work shall comply with the state and local ordinances.
 8. Attached demo and floor plans include other trades work for reference of work that will be coordinated in the space.



1.03 PERFORMANCE REQUIREMENTS

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

1.04 SUBMITTALS

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

1.05 SCHEDULING

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



1.06 SPECIAL CONSIDERATIONS

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

END OF SUMMARY OF WORK 01 1100 – CARPET/LVT INSTALLATION SUMMARY OF WORK



Attachment A: SECTION 096810 CARPET

1.01 SUMMARY

- A. Section Includes: Carpet and accessories for direct glue down installation.
- B. General: The following publications of the issues listed below, but referred to hereinafter by basic designation, form a part of this specification to the extent as if bound herein:
American Society for Testing and Materials (ASTM):
 - 1. E84 – Test Method for Surface Burning Characteristics of Building Materials.
 - 2. E648 – Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.

1.02 SUBMITTALS

- A. Layout Drawings: Show layout of carpet type installation, at 1/8 inch scale.
- B. Samples: Submit within five (5) business days after the Purchase order award date, for verification purposes, four (4) 24 inch x 24 inch samples of the Mohawk/Lees "Work It" Color # 228 Natural Hybrid or equal.
- C. Maintenance Data: Submit manufacturer's printed maintenance recommendations for the care, cleaning, and maintenance of the carpet, including detailed instructions pertaining to hot water extraction methods. If quoting the carpet noted in Section 011100 Summary of work, 1.01 Scope of Work submit this data within five (5) business days of the award of a purchase order.

1.03 QUALITY ASSURANCE

- A. Flooring Contractor's Qualifications: Firm must have not less than five (5) consecutive years of experience in the installation of commercial carpeting of type, quantity and installation methods similar to work of this section. Refer to Attachment C Verifications Form. Bidder shall use multiple copies of the document to verify a minimum of five (5) years of experience. The Verification of Experience Form shall be provided with the Bid. FLOORING CONTRACTOR SHALL SUBMIT WITH BID RESPONSE WRITTEN CERTIFICATION FROM CARPET MANUFACTURER THAT CERTIFIES FIRM AS AN APPROVED INSTALLER FOR THIS PROJECT.
- B. Manufacturer's Qualifications: The firm (carpet mill) must have not less than five (5) consecutive years of production experience with carpet similar to type specified in this section; whose published product literature clearly indicates general compliance of products with requirements of this section. The Bidder must provide the company name, company address, phone number and the products firm manufacturers. This information must be provided on the quotation document submitted with the Bid.
- C. Measurement Verification: Dimensions shown on drawings are approximate. It is the Flooring Contractor's responsibility to verify all dimensions and job site conditions; order sufficient yardage to fully carpet areas as indicated and to fill overage requirements as specified. No substitutions shall be permitted to make up for any shortage of material in overage or in carpet to be installed.
- D. Flooring Contractor shall be totally responsible for the accuracy of his/her measurements of total yardage, individual floor yardage, and dye lot yardage requirements, extra yardage for pattern match, and roll length requirements; no additional compensation shall be allowed for shortage of materials.
- E. Dye Lots: All carpet of the same type in continuous areas shall be from the same dye lots.
- F. TXDPS reserves the right to test carpet at their expense to verify that the delivered carpet is as specified. If carpet does not meet specifications, manufacturer will reimburse TXDPS the testing expense and the carpet may be rejected.



1.04 PRODUCT DELIVERY, STORAGE & HANDLING

- A. Deliver carpeting materials in original mill protective package with mill register numbers and tags attached. Maintain wrappers and protective covers in place until carpet is ready for installation. Store inside, in well-ventilated area, protected from weather, moisture and soiling.
- B. Cutting: Before beginning installation, carpet shall be inspected for defects, color variations or shipping damage and be immediately replaced if any of these conditions exist at no additional cost to TXDPS. Carpet shall be inspected to ensure that carpet is from the same dye lot.
- C. **Deliver all required overages and maintenance stock to TXDPS's specified location prior to beginning installation.**

1.05 JOB CONDITIONS

- A. Environmental Conditions: Maintain temperatures in space in accordance with carpet manufacturer's recommendations, but in no case less than 60 degrees F for 24 hours prior to, during and after installation. Subfloor temperature should be a minimum 60 degrees F for 24 hours prior to and after installation.
- B. Precondition: All of the carpet shall be stored in a room on site 24 hours prior to actual installation with the room preconditioned at a minimum of 60 degrees F with humidity between 35% to 65%.

1.06 SEAMING REQUIREMENT

- A. General: In addition to the requirements and recommendations of the Carpet Manufacturer, the following criteria shall be adhered to:
 - 1. Installation layout shall enable future replacement, especially in large open areas and traffic paths, unless specifically indicated in writing by TXDPS.
 - 2. No carpet tile pieces smaller than 6 inches in width or length shall be used.
 - 3. Seams occurring at doors of different types of carpet shall be parallel to closed door, and be centered directly under the closed door.
 - 4. Flooring Contractor is responsible for trimming all loose yarn and fuzzy edges of carpet tiles.
 - 5. All cutting of carpet for telephone and electrical outlets shall be the responsibility of the Flooring Contractor.

1.07 WARRANTY

- A. General: Provide special warranty, signed by Flooring Contractor, and Carpet Manufacturer, agreeing to repair or replace defective materials and workmanship of carpeting work during a 10 year warranty period following date of Substantial Completion. Attached copies of product warranties as required in Part 2, item 2.01 of this specification section for warranties is required.

1.08 EXTRA STOCK

- A. General: Furnish 5% additional yardage of each carpet type required; extra yardage is over and above any overage provided by manufacturer. Normal manufacturing overage not to exceed 10% for under 1000 yards, not to exceed 5% for over 1000 yards. Deliver to TXDPS uncut, in clearly marked dust-proof packages **prior to commencement of work**; store where directed.

PART 2 - PRODUCTS

2.01 CARPET

- A. Carpet Type CPT-1: **Mohawk/Lees Work it "Natural Hybrid" or equal.**

B. WARRANTIES

- 1. Definition of Lifetime: Lifetime is defined as the period from which materials are installed until the date in which the owner removes them from service.



2. Manufacturer's Lifetime Warranty, non-prorated, against product failure covering all costs including freight, labor, and material for the following:
 - Edge Ravel/Zippering
 - Delamination
 - Static protection as stated above.
 - Wear - No more than 10% Face Yarn Loss
 - Dimensional stability
 - Adhesive bond to the floor
 - Permanent stain resistance to acid-type spills

C. CATIONIC STAIN RESISTANCE

1. Stain resistant properties must be permanent and not removable by commercial cleanings or abrasive wear. Under General Services A requirements stain resistant carpets must score no less than 8.0 (10.0 is the best) on the AATCC Red 40 Stain Scale. Test sample must first be exposed to 100 revolutions on the Taber Abrader (1,000-gram weight per H-18 wheel) and then abraded area must be stain tested using AATCC test method 175. Topical stain resistant treatments will not be acceptable. Stain resistant properties must be inherent.

2.02 ACCESSORIES

- A. Adhesives: Waterproof, non-flammable carpet adhesive recommended and approved by carpet manufacturer in writing for compatibility with carpet backing. All floor sealers, seam sealers, and adhesives shall contain no calculated solvents per OSHA Regulation 29 CFRE 1910.1200, have no calculated VOC's, be non-flammable, and meet the criteria of the Carpet Rug Institute (CRI) Green Label Plus Certification Program. MSDS and samples required on products used.
- B. Miscellaneous Materials: As recommended and approved in writing by manufacturer of carpet, and selected by Flooring Contractor to meet project circumstance and requirements.
- C. Protection Paper: Fortifiber Corporation "Seekure 892", or approved heavy, reinforced, non-staining kraft laminated paper.

PART 3 - EXECUTION

3.01 INSTALLATION, GENERAL

- A. General: Comply with manufacturer's instructions and recommendations for installation of this type of carpet by the glue down method.
- B. Prepare the subfloor to ensure a successful installation. Utilize a floor sealer such as Lees Everseal where needed or recommended by manufacturer.
- C. Carpeting shall be installed with pile lying in the same direction. Cut carpet evenly and accurately to fit neatly at walls, columns, and projections. Extend carpet under open-bottomed and raised-bottom obstructions, and under removable flanges of obstructions.
- D. Installed carpet shall be free from ripples, ravels, frays, puckers and raw exposed edges. All loop pile carpets will demonstrate some fuzzy edges due to normal manufacturing conditions. It is the carpet installer's responsibility to trim all edges to eliminate fuzzy seams.
- E. Expansion Joints: Do not bridge building expansion joints with continuous carpeting, provide for movement.

3.03 CLEANING AND PROTECTION

- A. Remove and dispose of debris and unusable scraps.
- B. Vacuum carpet using two motor, top loading, upright commercial machine with brush-only element, utilizing a high filtration dust bag. Remove spots in accordance with carpet manufacturer's guidelines and replace carpet where spots cannot be removed. Remove any protruding face yarn using sharp scissors. Be certain to trim any loose yarns or fibers at all seams.

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Building A, Rm. A240, IT Basement Level
5805 N. Lamar Blvd
Austin, Texas



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- C. Following cleaning and vacuum, carefully protect the carpeting from soiling and damage until final acceptance. Protection shall be accomplished by using approved protection paper. Edges shall be lapped 6 inches and secured with non-asphaltic tape. Covering shall be kept in repair and damaged portions replaced during the construction and move-in period.

END OF SECTION 09 6810 CARPET



Attachment B: Specification Section 09 65 13 Resilient Base and Accessories

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

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

1.02 SUMMARY

- A. Section Includes:
 - 1. Resilient base.
 - 2. Resilient molding accessories.

1.03 SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches long.

1.04 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than 50 degrees F or more than 90 degrees F.

1.06 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 degrees F or more than 95 degrees F, in spaces to receive resilient products during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.
- B. After installation and until Substantial Completion, maintain ambient temperatures within range recommended by manufacturer, but not less than 55 degrees F or more than 95 degrees F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Low-Emitting Materials: Flooring system shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."



2.02 THERMOSET-RUBBER BASE RB-1

- A. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).
 - 1. Style and Location:
 - a. Style B, Cove.
 - b. Thickness: 0.125 inch.
 - c. Height: 4 inches high unless otherwise noted.
 - d. Lengths: Coils in manufacturer's standard length.
 - e. Outside Corners: Job formed
 - f. Inside Corners: Job formed
 - g. Color: Roppe Brown, #110

2.03 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.
 - 1. Adhesives shall have a VOC content of 50 g/L or less.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, with Installer resent, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 - 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
 - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

3.02 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- C. Fill cracks, holes, and depressions in substrates with trowel-able leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient products until they are the same temperature as the space where they are to be installed.
 - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.



3.03 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Adhere the resilient base tightly to the substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.
- H. Job-Formed Corners:
 - 1. Outside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 24 inches in length.
 - a. Form without producing discoloration (whitening) at bends.
 - 2. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 24 inches in length.
 - a. Miter corners to minimize open joints.

3.04 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
 - 1. Remove adhesive and other blemishes from exposed surfaces.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.
- D. Cover resilient products subject to wear and foot traffic until Substantial Completion.

END OF SECTION 096513 RESILIENT BASE AND ACCESSORIES

ATTACHMENT C

VERIFICATIONS

VERIFICATIONS

SOLICITATION NUMBER#: _____

BIDDERS NAME: _____

Bidder's experience on similar projects within past three (3) years

Company's Name: _____

Address: _____

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

Project Dates: Start Date: _____ End Date: _____

Project name, location and brief description: _____

Company's Name: _____

Address: _____

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

Project Dates: Start Date: _____ End Date: _____

Project name, location and brief description: _____

Company's Name: _____

Address: _____

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

Project Dates: Start Date: _____ End Date: _____

Project name, location and Brief Description: _____

Company's/Subcontractor's personnel experience in the installation of commercial carpeting of type, quantity and installation methods – Minimum of five (5) years

Employee/Subcontractor Name/Job Title: _____

Certificate and/or License Type and Number : _____

License Expiration Date: _____

Years of Experience: _____

Employee/Subcontractor Name/Job Title: _____

Certificate and/or License Type and Number : _____

License Expiration Date: _____

Years of Experience: _____

Employee/Subcontractor Name/Job Title: _____

Certificate and/or License Type and Number : _____

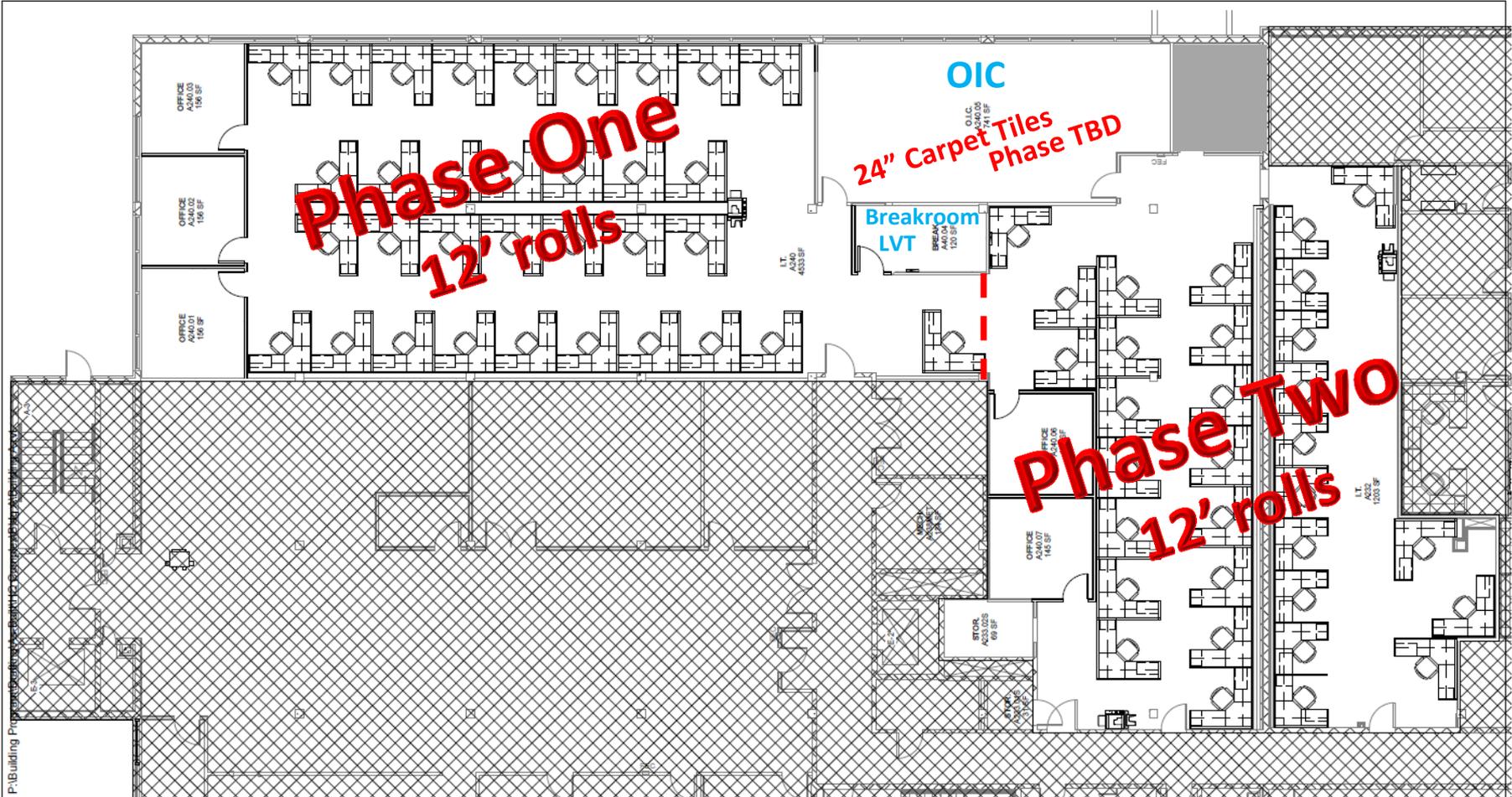
License Expiration Date: _____

Years of Experience: _____

ATTACHMENT D

DRAWING

- Mohawk Group - Lees Carpet Work It! - #228 Natural Hybrid - or equal
 1. 12' rolls approx. 6563 sq. ft
 2. 24" carpet tiles approx. 741 sq. ft.
- Mohawk Group – Floating LVT - Secoya C0009 – Colorway #872 Piction Park - or equal
 1. 9"x59" 20 mil planks approx. 120 sq. ft.



DEPARTMENT OF
PUBLIC SAFETY
FACILITIES

Headquarters
Building A

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No.	Description	Date

A240 Proposed Plan

Project number	
Date	3/16/2016
Drawn by	RK
Checked by	

A-6

Scale 3/32" = 1'-0"

3/16/2016 11:00:33