



Texas Department of Public Safety Purchase Order

Purchase Order Number

405-16-P007950

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

V
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Vendor Number: 00029560
1272818095600 | DEFENDER SUPPLY LLC

14535 INDUSTRIAL PARK
USA
AUBREY, TX 76227-6200

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Texas Department of Public Safety
Fleet
5710 Guadalupe
Austin, TX 78752
US
Email: eprocurementshipping@dps.texas.gov
Phone: (512) 424-2000

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

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

Solicitation (Bid) No.: _____

Payment Terms: State of Texas Prompt Pay

Shipping Terms: F.O.B., Destination

Delivery Calendar Day(s) A.R.O.: 90

Item # 1
Class-Item 071-05

Chevrolet Tahoe Police Pursuit Vehicle Item and Installation Upfit as Per Attached Specifications and Requirements

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
340.00	\$ 9,998.64	EA	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 3,399,537.60

<u>LN/FY/Account Code</u>	<u>Dollar Amount</u>
1/16/16-63726-6443-1001- - -1800- - -	\$ 379,948.32
1/16/16-63728-6443-1001- - -1800- - -	\$ 1,129,846.32
1/16/16-63734-6443-1001- - -1800- - -	\$ 649,911.60
1/16/16-64624-6443-1001- - -1800- - -	\$ 89,987.76
1/16/16-64864-6443-1001- - -1800- - -	\$ 1,149,843.60

Item # 3

Pricing:

All pricing will remain firm through August 31, 2016.

Unit prices must represent prices that include all IFB 304T-16-405-47481 requirements.

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

At a minimum, the standard manufacturer warranty period will begin on the date the equipment is accepted by the Customer, and will continue in effect for a continuous period as outlined below from that date.

Light Bar - Five Years

Siren/Speaker - Two Years

Emergency Exterior Lighting - Five Years

Window Tint - Three Years

All other items: Standard Manufacturer Warranty

Warranty terms take effect from the date of TXDPS review and acceptance. The warranty will apply to any warranty service or repair requested by Customer during the warranty period by contacting the Contractors authorized warranty service provider with such request, regardless of the amount of time required to complete the requested warranty service or repair. It is the intention of the parties to this contract that Contractors warranty obligations will survive the termination of this contract.

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

Contractor must deliver a minimum of 25 completed vehicles per week to TXDPS and in coordination with TXDPS. All deliveries shall take place Monday through Friday in the hours of 8:00AM through 3:00PM.

Item # 2

Change Order:

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

E-Verify:

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

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

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

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

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

Pursuant to Government Code 2252.908 the Department may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the Department at the time the business entity submits the signed contract to the Department. The Texas Ethics Commission has adopted rules and procedures under these provisions:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Any contract found to violate Government Code 2252.908 is void.

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.

Pursuant to Government Code 572.069 the Respondent certifies that it has not employed and will not employ a former TXDPS or state officer who participated in a procurement or contract negotiation for TXDPS involving the Respondent within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

Per Defender Supply response to TPASS IFB No. 304T-16-45-47481 and attached IFB specifications and requirements.

Contract Monitor/Delivery contact:

Name: Andrew Morgan

Tel: 512-424-5595

E-mail: Andrew.morgan@dps.texas.gov

Vendor Contact:

Name: Bryan Brooks

Tel: 903-771-1960

E-mail: Bryan@defendersupply.com

Contract Administrator:

Name: Bryan Williams

Tel: 512-424-5422

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

TAX:	\$ 0.00
FREIGHT:	\$ 0.00
TOTAL:	\$ 3,399,537.60

APPROVED

By: Bryan Williams, CTPM

Phone#: (512) 424-5422

BUYER

COMPTROLLER OF PUBLIC ACCOUNTS



TEXAS PROCUREMENT AND SUPPORT SERVICES DIVISION

INVITATION FOR BID

Customized Installation of Law Enforcement Equipment 2016 Chevrolet Tahoe Vehicles

IFB No. 304T-16-405-47481

NIGP CLASS ITEM

055-16	440-30
055-57	726-16
055-74	928-33
055-79	928-38

Bid Due Date: April 5, 2016

Bid Due Time: 1:30 pm (Central Time in Austin, Texas)

Posting Date: March 14, 2016

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

BID SUBMISSION CHECKLIST

IMPORTANT:

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

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

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

Reference [Section A.15](#) – Organization of the Bid for Submission.

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

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

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

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

Reference [Section A.15](#) and [Section A.16](#) for Submission Requirements

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

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

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

PART A: SPECIAL INSTRUCTIONS

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A.1 DEFINITIONS

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

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

A.2 DESCRIPTION

The Texas Procurement and Support Services (TPASS), a division of the Comptroller of Public Accounts (CPA) of the State of Texas requests sealed Bids to establish a Contract for the installation services for customized installation of law enforcement equipment, decals, and wiring for 340 Chevrolet Tahoe vehicles, Year Model 2016, to be purchased by the Texas Department of Public Safety (DPS).

A.3 TERM OF THE CONTRACT

The initial term of this Contract commences upon the issuance of a Notice of Award by CPA and will expire on August 31, 2016.

A.4 PRICING

Firm Price: Pricing Bid must remain firm through August 31, 2016.

Unit prices must represent prices that include all IFB requirements.

A.5 INSURANCE

A.5.1 Insurance

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

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

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
<i>Workers' Compensation</i>	Statutory Limits
<i>Employer's Liability</i>	
Bodily Injury by Accident	\$1,000,000 Each Accident
Bodily Injury by Disease	\$1,000,000 Each Employee
Bodily Injury by Disease	\$1,000,000 Policy Limit
<i>Commercial General Liability</i> (occurrence based)	Bodily Injury and Property Damage \$1,000,000 Each Occurrence Limit \$2,000,000 Aggregate Limit \$5,000 Medical Expense each person \$2,000,000 Products/Completed

	Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$50,000 Damage to Premises Rented
<i>Automobile Liability</i> All Owned, Hired and Non-Owned Vehicles	\$500,000 Combined Single Limit (for each accident)
<i>Umbrella/Excess Liability</i>	\$1,000,000 Per Occurrence
<i>Additional Insurance</i>	Additional insurance may be required by Customer depending on Customer's particular circumstances. Customer will identify this insurance when placing a Purchase Order.

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

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

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

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

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

Contractor shall:

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

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

A.6 REQUIREMENTS, RESPONSIBILITIES AND SPECIFICATIONS

A.6.1 Bidder Qualifications

- a. Bidder must be capable of completing installations on at least 25 vehicles per week.
- b. Bidder must have a minimum of five years of experience in custom installation of equipment for law enforcement vehicles.
- c. Reference Section A.16.

A.6.2 DPS Responsibilities

- a. DPS will provide all necessary instructions and installation processes.
- b. DPS will accept the vehicles from the Dealer, Johnson-Grayson Automotive DBA Holiday Chevrolet for receipt and payment purposes (if the vehicles pass inspection and are compliant with all required specifications).
- c. DPS will inspect and accept the completed Chevrolet Tahoe vehicles upon delivery to Austin, TX by the Contractor (if compliant with all required specifications).

A.6.3 Contractor Requirements and Responsibilities

a. Delivery

1. Contractor must coordinate with the dealer and DPS for delivery of the vehicles to the Contractor's location. Alternatively, Contractor may make an agreement with the dealer to use the dealer's facility.
2. Dealer: Johnson-Grayson Automotive
DBA Holiday Chevrolet
1009 W. Hwy 82 West
Whitesboro, TX 76273

b. Installation Location

1. Contractor must provide the location for the customization and installation services with its Bid.
2. DPS reserves the right to be present at any given time to observe and inspect the installation services.
3. Contractor must furnish all parts and labor for complete installation of all equipment.
4. Contractor will be responsible for delivery of the completed vehicles to DPS in Austin, TX on a weekly basis.

A.6.4 Pilot Vehicle

Contractor must provide one pilot vehicle with all equipment installed for inspection and approval by DPS before any further installations will occur.

A.6.5 Specifications and Installation Requirements

Reference the Mandatory Price Sheet for line items.

Reference Attachment D – Specifications and Installation Requirements.

A.6.6 Quantities

The initial quantity for the law enforcement upfit equipment and installation services is for 340 Chevrolet Tahoe vehicles, Year Model 2016.

Additional customized installation of law enforcement equipment may be purchased during the term of the contract up through August 31, 2016 and DPS will issue additional Purchase Order(s). Reference Section A.3.

A.6.7 Warranty Requirements

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

a. Warranty

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

At a minimum, the standard manufacturer warranty period will begin on the date the equipment is accepted by the Customer, and will continue in effect for a continuous period as outlined below from that date.

Line 1: Light Bar – Five Years

Line 7: Siren/Speaker – Two Years

Line 15: Emergency Exterior Lighting – Five Years

Line 18: Window Tint - Three Years

Lines 3, 5, 9, 10, 13, 19: Standard Manufacturer's Warranty

If no time or specific protocol for acceptance is specified elsewhere in the Contract or the Customer purchase order, items are presumed accepted ten working days after receipt. The warranty will apply to any warranty service or repair requested by Customer during the warranty period by contacting the Contractor's authorized warranty service provider with such request, regardless of the amount of time required to complete the requested warranty service or repair. It is the intention of the parties to this contract that Contractor's warranty obligations will survive the termination of this contract.

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

A.7 DELIVERY

A.7.1 Special Delivery Requirements

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

A.7.2 Hours of Delivery

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

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

A.7.3 Delivery Schedule

Contractor must deliver at least 25 completed vehicles per week to DPS and will be coordinated through DPS.

A.7.4 Delivery Delays

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

A.7.5 Compliant Products

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

A.8 RETURN, CANCELLATION, AND RESTOCKING FEE:

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

A.9 PURCHASE ORDERS AND INVOICES

A.9.1 Agency Purchase Order

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

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

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

A.9.2 Invoices and Expedited Payment Discounts

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

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

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

A.10 BID INFORMATION

A.10.1 Calendar of Events

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

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

Event	Date
ESBD Posting Date	March 14, 2016
Deadline for Submitting Questions	March 22, 2016
Official Response to Questions	March 22, 2016 or as soon thereafter as practical
Answers to questions will be provided through an Addendum, posted on the ESBID and notification sent via e-mail.	
BID DUE DATE/TIME:	April 5, 2016 1:30 pm Central Time in Austin TX
BID OPENING DATE/TIME:	April 5, 2016 1:45 pm Central Time in Austin TX
BID OPENING LOCATION: CPA Texas Procurement and Support Services Central Services Building 1711 San Jacinto Blvd. Austin TX 78701 Call the Point of Contact, Section A.10.3, upon arrival to be escorted to room.	

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

Bidder must acknowledge each IFB addendum by returning a signed copy of the addendum with its Bid.

A.10.2 Questions

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

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

A.10.3 Point-of-Contact

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

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

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

Bidders may not use this e-mail address for submission of a Bid. Follow the instructions outlined in Sections A.15 and A.16 for proper submission.

CPA Contract Specialist

Dee Dorsey, CTPM, CTCM

512-475-2459

E-mail: dee.dorsey@cpa.texas.gov

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

tpass_cmo@cpa.texas.gov.

Or by mail to:

Texas Comptroller of Public Accounts

Attn: TPASS Contract Management Office (TCMO)

PO Box 13186

Austin, TX 78711-3186

A.10.4 Documents and Attachments Included with this IFB

The IFB package also includes the following Documents and Attachments.

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

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

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

Bidders are highly encouraged to access the CPA HUB Program website at: <http://comptroller.texas.gov/procurement/prog/hub/hub-subcontracting-plan/>. The website has information for assistance with completing the HSP forms and on how to obtain HUB lists as well as further explanation of the CPA HUB program.

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

Dee Dorsey, CTPM
512- 475-2459
dee.dorsey@cpa.texas.gov

Probable subcontracting opportunities:

NIGP Class/Item	Description
928-27	Communications Systems Maintenance and Repair, Vehicle (Including Installation and Removal Services)
928-33	Customizing Services, Vehicle (Including Armoring of Vehicles; Handicapped and Van Conversions, etc.)
928-46	Glass Replacement and Repair Services, Windshield and Window (Auto), (Including Window Tinting Services)
962-86	Transportation of Goods and Other Freight Services (Bidders shipping or delivering goods from their facility within the State of Texas, using other than their own transportation assets, are subcontracting and must complete all HSP requirements.)
962-95	Warehousing and Storage Services (Not Storage Space Rental)

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

A.12 DISCLOSURE OF INTERESTED PARTIES

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

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

TEC Form 1295 is an online form available at TEC's website:

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

Upon completion, Bidder must print the completed form (including the Certificate Number automatically assigned by TEC). Bidder's authorized agent must sign the printed form, have the form notarized, and submit the form to CPA.

For further information, see Texas Government Code § 2252.908 and 1 Texas Administrative Code Ch. 46 as well as TEC's website.

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

A.13 EVALUATION OF BIDS

A.13.1 Evaluation

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

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

- (1) Price of the item, to include total cost of ownership, such as installation costs, life cycle costs, and warranty provisions.
- (2) Compliance with the stated specifications coupled with the quality and reliability of the goods and services, such as fitness for use that meets or exceeds Customers expectations, and the characteristics of the product or service that bear on its ability to meet the stated/implied needs.
- (3) Delivery timeframe from receipt of purchase order (ARO).
- (4) Indicators of probable performance under the Contract to include: past vendor performance; financial resources; ability, capacity, and skill to perform the contract or provide the service required; experience or demonstrated capability and responsibility; references; and the vendor's ability to provide reliable maintenance agreements and support.

- (5) Other relevant factors, such as the vendor's ability to comply with laws relating to the goods or services, the vendor's anticipated economic impact to the state or a subdivision of the state, including potential tax revenue and employment, the effect of a purchase on agency productivity, and the cost of any employee training associated with the purchase.

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

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

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

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

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

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

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

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

http://www.window.state.tx.us/procurement/prog/vendor_performance/

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

A.14 BEST VALUE AND AWARD PROCESS

A.14.1 Best Value

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

A.14.2 Award Notice

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

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

Any award made will be made to one Bidder based on all line items on the Mandatory Price Sheet.

A.14.3 Substitutions

During the Contract term, the Contractor shall not substitute or make delivery of a product or brand reflected on a purchase order issued through the TxSmartBuy system unless the Contractor has obtained prior written approval from the TPASS Contract Management Office.

A.15 ORGANIZATION OF THE BID FOR SUBMISSION

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

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

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

A.15.1 Confidential/Proprietary Information

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

CPA will process any request from a member of the public in accordance with the procedures outlined in the Act. Bidders should consult the Texas Attorney General's website (www.texasattorneygeneral.gov) for information concerning the Act and potential exceptions to disclosure. See also Section B.2.7 of Part B of this IFB.

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

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

A.15.2 Execution of Bid – Attachment A

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

A.15.3 Bidder Information – Attachment B

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

A.15.4 Preferences – Attachment C

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

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

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

A.15.6 Mandatory Price Sheet

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

A.15.7 Assumptions and Exceptions

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

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

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

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

Section	Section Title	Exception	Proposed Language

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

A.15.8 Conflict of Interest Disclosure

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

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

A.15.9 Insurance

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

A.15.10 Descriptive Literature for Products Offered

Reference Section A.6 and Attachment D – Specifications and Installation Requirements.

If proposing other than referenced manufacturer/brand/model number, Bidder must indicate manufacturer, brand or trade name and product number on the Mandatory Price Sheet and provide a complete descriptive information for each product offered with its Bid.

A.15.11 Contractor Qualifications

Reference Section A.6.1.

- a. Bidder must provide evidence for completing installations on at least 25 vehicles per week.
- b. Bidder must provide evidence of at least five years' experience in customizing law enforcement vehicles.

A.15.12 Financial Resources and Ability to Perform

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

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

CPA reserves the right to investigate and determine the financial integrity and responsibility of a Bidder and to reject a Bid on the grounds of Bidder's lack of financial soundness, or if CPA reasonably concludes, after reviewing the information submitted by Bidder as well as all other relevant information obtained by CPA, that significant issues exist that could jeopardize Bidder's full and timely performance.

A.15.13 Signed Addenda to IFB

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

A.16 SUBMITTING THE BID TO CPA

The Bid must clearly state the Bid Due Date and Time identified in [Section A.10.1](#) Calendar of Events and be titled: Bid Submitted for IFB 304T-16-405-47481 - Customized Installation of Law Enforcement Equipment, 2016 Chevrolet Tahoe vehicles.

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

A.16.1 Electronic Submission

Please read all instructions carefully for submitting electronically:

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

TPASS.ebids@cpa.texas.gov.

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

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

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

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

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

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

A.16.2 Hard Copy Submission

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

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

Bidder may send Bid to TPASS at the following address.

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

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

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