



TEXAS DEPARTMENT OF PUBLIC SAFETY
INVITATION FOR BIDS (IFB)
 Janitorial Services for the TXDPS Aransas Pass DL Office

405-16-B001531

Destination of Goods or Services

Texas Department of Public Safety
 919 South Commercial
 Aransas Pass, Texas 78332

FORMAL INVITATION FOR BIDS

INSTRUCTIONS FOR SUBMISSION OF BIDS:

Submit Bids to:

Texas Department of Public Safety
 (TXDPS) eProcurement System

Bid #405-16-B001531

<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.***

BID ISSUE DATE ▶ **2/24/2016**
BID OPENING DATE ▶ **3/10/2016 @ 2:30 pm CT**
OPEN MARKET BID ▶ **405-16-B001531**

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).**

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

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

NOTE TO RESPONDENT

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

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

DESCRIPTION AND PRICING**PURCHASE OF THE FOLLOWING:**

The Texas Department of Public Safety (TXDPS) is soliciting for Bids for a Contractor to provide Janitorial Services, per TXDPS Specifications for three days per Week (Monday, Wednesday and Friday) between the hours of 7:00 AM through 4:00 PM, unless others agreed to by both parties.

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

If the Bidder is submitting through the eProcurement System, pages 12 and 13 shall be uploaded in the Attachments Tab of eProcurement using the following link: <https://eprocure.dps.texas.gov/bsol/login.jsp>

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

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Three days per week janitorial services per TXDPS Specifications	4	MO	\$	\$
2	Strip and wax VCT floors per TXDPS Specifications	1	EA	\$	\$

February 29, 2016 4:00 p.m.

Questions due via eProcurement or e-mailed to Services.Branch@dps.texas.gov

March 3, 2016 4:00 p.m.

Responses to submitted Questions will be posted to eProcurement

Point of Contact:

TXDPS Purchaser: Tim Laws, CTPM

Phone Number: (512) 424-529

E-Mail: Services.Branch@dps.texas.gov

SERVICE PERIOD: 05/01/2016 – 08/31/2016

SERVICE PERIOD WITH OPTIONS

☒ Applicable

☐ Not Applicable

Renewal Option One 9/1/2016 – 8/31/2017

Renewal Option Two 9/1/2017 – 8/31/2018

Renewal Option Three 9/1/2018 – 8/31/2019

This IFB consists of the following:

IFB – Pages 1 - 24

Attachment Listing Page 25

Attachments A through C - Pages 26 - 34

BID OPENING DATE: **3/10/2016 @ 2:30 pm CT**

BIDDERS NAME

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

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

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



BID OPENING DATE: **3/10/2016 @ 2:30 pm CT**
BIDDERS NAME

DESCRIPTION (Continued)

1. CHANGE ORDERS

No verbal changes to these specifications are permitted. Any changes will be by written addendum. Change orders will be allowed only if unforeseen conditions arise or if TXDPS needs to dictate changes. No verbal change orders will be allowed, all change orders will be in writing by a purchase order change notice.

2. IMMIGRATION

The Vendor represents and warrants that it shall comply with the requirements of the Immigration Reform and Control Act of 1986 and 1990 regarding employment verification and retention of verifications forms for any individuals hired on or after November 6, 1986, who will perform any labor or services under the Contract and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA) enacted on September 30, 1996.

3. OFFER PREPARATION COSTS

TXDPS will not be responsible or liable for any costs incurred by any Bidder in the preparation and submission of its Bid or for other costs incurred by participating in this solicitation process.

4. ORDER OF PRECEDENCE

In the event of conflicts or inconsistencies between this Contract and its exhibits or attachments, such conflicts or inconsistencies will be resolved by reference to the documents in the following order of priority. This Agreement is composed of the following documents:

- 4.01. Purchase Order/Contract, including all amendments/change orders and attachments;
- 4.02. This IFB Including all Amendments;
- 4.03. The Vendor's Bid Response.

5. POSTINGS

It is the Bidder's responsibility to check the Electronic State Business Daily (ESBD) for any additional documents that have been added after the initial posting date. The Bidder's failure to periodically check the ESBD will in no way release the selected Bidder from "addenda or additional information" resulting in additional costs to meet the requirements of the IFB.

6. BACKGROUND CHECK

☒ Applicable

☐ Not Applicable

Work on this project is being performed in secure State of Texas facilities. All contract work crews are subject to Background checks prior to allowing access to these facilities. This includes all workers associated with the project or their respective sub-contractors.

Documents will be provided to the primary contractor for distribution to their affected personnel or subcontractors (post bid and prior to commencement of the work). Personnel information must be provided upon request from each person working on this site. Fingerprinting may be included as part of that background check and a location shall be identified to the Vendor for compliance. Incomplete forms will be returned and only approved personnel shall be allowed on the site.

BID OPENING DATE: 3/10/2016 @ 2:30 pm CT
BIDDERS NAME**DESCRIPTION (Continued)**

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

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

7. BONDS ☐ Applicable ☒ Not Applicable

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

- 7.01. For a contract in excess of \$100,000.00 a performance bond shall be executed in the amount of the contract conditioned upon the faithful performance of the work in accordance with the plans, specifications, and contract documents. Said bond shall be solely for the protection of the state.
- 7.02. For a contract in excess of \$25,000.00 a payment bond shall be executed in the amount of the contract, solely for the protection of all claimants supplying labor and material.
- 7.03. Any bids submitted shall include the cost of any applicable bond. Costs shall be included in the base bid and shall not be itemized separately.

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

8. HUB SUBCONTRACTING PLAN (HSP) ☐ Applicable ☒ Not Applicable

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

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

See Terms and Conditions for all insurance requirements

10. INSURANCE: PROFESSIONAL LIABILITY ☐ Applicable ☒ Not Applicable

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

BID OPENING DATE: 3/10/2016 @ 2:30 pm CT
BIDDERS NAME

DESCRIPTION (Continued)

11. SERVICE CALL RESPONSE TIME☐ Applicable☒ Not Applicable

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

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

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

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

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

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

12. WARRANTY CALL RESPONSE TIME☐ Applicable☒ Not Applicable

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

13. RETAINAGE☐ Applicable☒ Not Applicable

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

14. WAGE RATES☐ Applicable☒ Not Applicable

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

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

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

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

15. UNIFORM GENERAL CONDITIONS for CONSTRUCTION PROJECTS:☐ Applicable☒ Not Applicable

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

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

DESCRIPTION (Continued)**16. REFERENCES:** ☒ Applicable ☐ Not Applicable

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

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

17. CORRECTIVE ACTION PLAN: ☒ Applicable ☐ Not Applicable

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

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

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

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

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

19. NOTICE-UNDER GOV'T CODE § 2261.252

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

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

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

21. BIDDER AFFIRMATIONS

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

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

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

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

TEXAS DEPARTMENT OF PUBLIC SAFETY STANDARD TERMS AND CONDITIONS



STANDARD TERMS AND CONDITIONS
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

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- 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.



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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.



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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



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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



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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).



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- 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.



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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.



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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.



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- 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



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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), (1), (3), and (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.



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- 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 contest 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 dispute 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.



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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

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ATTACHMENT A

CHECKLIST

Attachment A
Check List

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. This checklist should be returned with your bid package also.

Document Name/Description

- ☐ Check List
- ☐ If you are NOT Submitting through eProcurement System: Documents included in this bid package must be returned with your bid. Please utilize the checklist to ensure your submission is complete.
- ☐ If you are Submitting through eProcurement System: Pages 10 and 11 shall be included in the Attachments Tab of eProcurement using the following link:
<https://eprocure.dps.texas.gov/bsa/login.jsp>
- ☐ Bidder Affirmations, pages 12 and 13 of IFB (section 12.3 and 12.6 must be completed-DO NOT LEAVE THEM BLANK or use NA. If these sections are not applicable to your company use the following language-
 - a) Paragraph 12.3 "No owners with at least 25%"
 - b) Paragraph 12.6 "Do not employ a former executive head of any agency")
- ☐ Verification of Experience Form (Attachment C)
- ☐ Certificate of Insurance

ATTACHMENT B

SCOPE OF WORK



Janitorial – Part Time
Specifications
Texas Department of Public Safety
919 S. Commercial
Aransas Pass, TX 78332

Rev. 021016

Aransas Pass Driver License – **TEXAS DEPARTMENT OF PUBLIC SAFETY**
Aransas Pass: Janitorial – Part Time Specifications

The Texas Department of Public Safety (TXDPS) is requesting Bid Responses for part time janitorial services as described in the scope of work.

Project Location:

919 S. Commercial
Aransas Pass, TX 78332

Department of Public Safety Contacts:

Tim Laws, CTPM
512-424-5269
TXDPS HQ, Austin, Texas

NOTE: Please provide on a separate line item a quote for stripping and waxing the VCT flooring per occurrence.



Janitorial – Part Time
Specifications
Texas Department of Public Safety
919 S. Commercial
Aransas Pass, TX 78332

Rev. 021016

TEXAS DEPARTMENT OF PUBLIC SAFETY
(Aransas Pass Driver License) JANITORIAL PART TIME FACILITY SPECIFICATIONS

Janitorial Service for the Texas Department of Public Safety facility located at 919 S. Commercial, Aransas Pass, TX 78332, for the period beginning (Service Dates). The building is approximately 1966 square feet. The Contractor is responsible for verifying square footage.

Contractor Service Requirements: The Contractor shall furnish all supervision, labor, materials, and equipment necessary to perform the cleaning service to meet specifications. Provide the service on a (Three) day per week basis, Monday, Wednesday and Friday, from 7:00 AM- 4:00 PM, unless otherwise agreed to by both parties.

Contractor Sign In: Contractor employees must sign in at front desk before each service unless they have been assigned a security badge which allows them entry into the building.

Cleaning Supplies: The contractor will be responsible for providing all cleaning supplies (must be disinfectant) and equipment. The contractor must provide a copy of the safety data sheets for any chemical used in a Department facility. The Department will furnish paper goods, toilet paper, paper towels, etc.

Janitor Closets - Janitor closets, equipment, material and supplies to be kept neat and orderly. The janitor closet is to be locked to restrict access to only contract Janitor employees and authorized TXDPS employees.

A. General Cleaning

These duties will be performed in all areas:

1. Tile floors – sweep and/or mop with treated dust control tools and remove beverage spills by damp mopping or wiping.
2. Trash containers – empty and clean.
3. Drinking fountain – clean and disinfect.
4. Interior glass panel and doors – spot clean or wash glass as needed.
5. Front side and/or back entrances – sweep or mop steps, wash glass in door and clean mat.
6. Surface of mats – cleaned, swept under and re-laid.
7. Ashtrays – empty and clean (no smoking in public area of building).
8. Cleaning of microwave ovens (interior and exterior) in the building's primary break area(s) only.
9. Cleaning of the refrigerator exterior in the building's primary break area(s) only.



Janitorial – Part Time
Specifications
Texas Department of Public Safety
919 S. Commercial
Aransas Pass, TX 78332

Rev. 021016

10. Commodes, urinals and washbasins – scour and disinfect, wash commode seats with disinfectant.
11. Floors – mop or scrub as needed with disinfectant soap; rinse with clear water.
12. Mirrors – wash and clean.
13. Partitions and vanity top – damp clean using disinfectant soap solution.
14. Dispensers – clean hand towel and toilet tissue dispensers.
15. Waste receptacles – empty daily, clean and disinfect inside and out as needed.
16. Refill dispensers daily.(As needed to insure they will last a full day)

B. Floor Maintenance

Mopping, vacuuming, washing and polishing of floors will be accomplished as follows:

1. Sweep floors daily.
2. Damp mop floors daily with mild cleaner.
3. Floors stripped of previous wax layer. Minimum application of 2 coats of wax to properly seal floors (when service is requested).

C. Trash Removal:

1. Contractor to remove all trash from premises daily. TXDPS provides a trash dumpster.

Security Requirements:

1. All contract employees shall meet with the building representative prior to commencing work.
2. ALL persons having access to the TXDPS building must meet with and be approved by the building representative and/or Regional Facilities Manager. The Department will conduct background investigations on those people with access to our buildings. "Only those persons authorized by the Department shall be allowed entry to the TXDPS facility." No one other than the contractor and his authorized employees shall have access to the TXDPS building after hours unless specifically authorized by the building representative or another TXDPS supervisor.
3. Contractor and his employees will have access to: sensitive computer equipment, confidential records and files and special equipment used to produce driver licenses and perform certain investigative functions. These files, supplies and equipment are to be used by authorized Texas Department of Public Safety employees only.
4. Under no circumstances will any key or access code entrusted to the contractor or his employees be copied, given to or made available to anyone that does not have authorization from the Department to have access to that building. Loss or theft of building key by contractor or his employees will require the building be re-keyed at the contractor's expense.
5. Contractor must have its project personnel submit to a TXDPS identification-based criminal history background investigation. To facilitate this criminal history background investigation, each person must be required to complete a Procurement Personal History Statement form which will be provided by TXDPS. The Contractor must submit to the Contract Monitor a completed copy of the HR 22 Questionnaire which must be completed five (5) business days after award date. The completed copy of the fast pass, and fingerprint receipt must be received no more than fifteen (15) business days after award date. The Contract Monitor will forward a copy of all the forms and instructions to Contractor at award bid.



Janitorial – Part Time
Specifications
Texas Department of Public Safety
919 S. Commercial
Aransas Pass, TX 78332

Rev. 021016

Note: The contractor shall have fifteen (15) working days from the date that the contract is awarded to get fingerprints taken and to submit all of the designated completed forms to the Contract Monitor. Extension of this time must be approved by the Contract Monitor or Designee. In case of background check failure of some of the personnel, contractor shall have five (5) working days from announcement of failure re-submit completed fingerprint and forms to the Contract Monitor for other additional personnel. After 2nd round of any background failures, contract will be withdrawn and be awarded to next qualified contractor on the bid tabulation list. The above procedures and stipulations will apply to any subsequent contractors that are awarded the project.

Additional Requirements:

1. Contractor is to notify TXDPS or its representatives of defective lamps and fixtures, restroom facilities and other conditions relative to his service.
2. Contractor will be responsible for any damages or loss incurred by his employees or unauthorized persons given access to Department facilities. This includes any subcontractors of the contractor.
3. All work shall be satisfactorily performed in compliance with the wishes and desires of the TXDPS and the standards of performance shall be mutually agreed upon between the contractor and the TXDPS contact person. Failure to perform said duties or comply with any other required provision of this contract accordingly shall be grounds for immediate termination of contract.
4. Secondly, disruptive activities or conduct contrary to the wishes of the Texas Department of Public Safety in the performance of the terms of this contract after attempts are made to resolve any differences shall be grounds for immediate termination of the contract without notice.
5. It is the vendor's responsibility to conduct a site visit prior to bidding.
6. All cleaning supplies and materials must be for commercial business use. All materials used must be presented and approved prior to use during services to ensure they are up to the quality standard expectations set.
7. This contract may be renewed for three (3) additional twelve (12) month periods under the same terms, conditions provided both parties agree.
8. This contract may be canceled by either party upon 30 days prior written notice.

Method of Payment

The payment shall be monthly. Vendor shall submit monthly invoices to:
APinvoices@dps.texas.gov or Texas Department of Public Safety, Finance, PO Box 4087, Austin, TX 78773-0130 and a courtesy copy to seth.stallings@dps.texas.gov

Invoices must reflect purchase order number and month of service.)

TXDPS Contact Person:

Seth Stallings
2525 N. International Blvd
Weslaco, TX 78599
956-565-7110
Seth.stallings@dps.texas.gov

ATTACHMENT C

VERIFICATION OF EXPERIENCE

VERIFICATION OF EXPERIENCE FORM

405-16-B001531

BIDDER NAME:	SOLICITATION NUMBER:
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COMPANY NAME	ADDRESS	CITY	STATE	ZIP	CONTACT PERSON	PROJECT DATES	
						START	COMPLETION
					Contact: _____ Phone: _____ E-mail: _____		
PROJECT NAME, LOCATION AND DESCRIPTION							

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

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