

DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS

SOLICITATION NO. 405-24R0013887	TYPE OF SOLICITATION INVITATION FOR BIDS	DATE ISSUED 04/01/2024
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LAREDO CRIME LAB OFFICE REMODEL

<p>Bidder must submit electronic responses no later than 5:00 P.M. Central Time on 04/16/2024 to the following email address.</p> <p>DPS_Solicit_Response@dps.texas.gov Attention: 405-24R0013887</p> <p>DPS is not currently accepting any in-person solicitation responses. DPS will only accept electronic responses received by the date and time indicated in this solicitation document.</p>	<p>FOR INFORMATION CONTACT:</p> <p>Toribio Solis, CTCM, CTCD Contract Administrator PHONE: (512) 424-2968 EMAIL: Toribio.Solis@dps.texas.gov</p>
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RESPONSE (Bidder must fully complete)

DISCOUNT FOR PROMPT PAYMENT:	10 DAYS %	20 DAYS %	30 DAYS %	___ DAYS %
ACKNOWLEDGMENT OF ADDENDA: Bidder acknowledges receipt of solicitation addenda and related documents numbered and dated:	ADDENDUM NO.	DATE	ADDENDUM NO.	DATE
NAME AND ADDRESS OF BIDDER:				
RESPONSE DATE	EMAIL AND TELEPHONE NO. (Include area code)			
SIGNATURE OF AUTHORIZED REPRESENTATIVE	NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			

CERTIFICATION, DISQUALIFICATION, AND REMEDIES

By signing this document, Bidder represents and warrants that all statements, certifications, and information submitted in response to this solicitation are true, current, complete, and accurate.

Bidder must sign its response in the space indicated above. If Bidder does not sign its response, DPS will disqualify its response. Also, DPS may pursue and enforce any available remedies against the Bidder for making any false statement, including disqualifying the Bidder’s response, immediately cancelling any Contract awarded to Vendor, or recommending State of Texas debarment.

TERM, PRICING, AND FUNDING

The contract term commences on the effective date stated in the signing document, (or purchase order contract) and expires one year from that effective date.

If necessary, at the end of the contract term, DPS may also extend the Contract as described in the Standard Terms and Conditions section entitled “Option to Extend Services.”

DPS will not allow changes after Date of Award to terms or pricing during either the Contract term. The continuation of the Contract for any period is subject to the availability of DPS’s funding source for the Contract.

TABLE OF CONTENTS

SECTION A—DEFINITIONS.....	4
SECTION B—SERVICES AND PRICES	5
B.1 PRICING REQUIREMENTS.....	5
B.2 INVOICE REQUIREMENTS	6
B.3 PAYMENTS.....	7
B.4 MANDATORY PRICING SCHEDULE	7
SECTION C - SPECIFICATIONS.....	8
C.1 INTRODUCTION	8
C.2 REQUIRED SPECIFICATIONS	8
C.3 TRANSITION.....	8
C.4 DPS PERSONNEL.....	8
C.5 INSURANCE REQUIRED UNDER THIS CONTRACT	9
C.6 BONDS REQUIRED UNDER THIS CONTRACT	9
C.7 WARRANTY CALL RESPONSE TIME	9
C.8 RETAINAGE	9
C.9 WAGE RATES	10
C.10 UNIFORM GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS.....	10
C.11 CRIMINAL HISTORY BACKGROUND CHECK.....	10
SECTION D—INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS	12
D.1 RESPONSE PREPARATION INSTRUCTIONS	12
D.2 SOLICITATION ADDENDA	12
D.3 LATE SUBMISSIONS, CHANGES, AND WITHDRAWALS OF RESPONSES	12
D.4 RESPONSE ACCEPTANCE PERIOD.....	13
D.5 CONTRACT AWARD.....	13
D.6 DPS’s RIGHTS.....	13
D.7 RESPONSE SUBMISSION INSTRUCTIONS.....	14
D.8 DISCUSSION AND CORRESPONDENCE.....	16
D.9 BIDDER SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT.....	17

D.10 AGENCY POSTING OF CONTRACTS 18
D.11 ANTICIPATED SCHEDULE OF EVENTS 18
D.12 PRE-BID SITE VISIT 19
SECTION E—EVALUATION CRITERIA 20
SECTION F—LIST OF EXHIBITS 21

SECTION A—DEFINITIONS

The following terms and acronyms used in this Contract have the meanings given in this section unless the context indicates otherwise.

“Bid” means the Bidder’s response to this solicitation. A Bid is an offer to contract based upon the terms, conditions, and specifications contained within the solicitation. Bids do not become contracts until they are accepted through an open market purchase order.

“Bidder” means the individual, business entity, or organization that submits a response in reply to this solicitation with intent to contract with DPS.

“Business Day” means Monday through Friday except for federal, state, and legal holidays observed by the State of Texas.

“Business Hours” means 8:00 a.m. to 5:00 p.m. Central Time.

“Contract” means the formal, written, and legally enforceable agreement between DPS and Contractor.

“Contractor” means the individual, business or other entity awarded this Contract. In the context of submitting a response, “Contractor” also means “Bidder” and “Vendor.”

“Date of Award” means the date the Contract is fully executed.

“Days” means calendar days unless otherwise specified.

“DPS” means the Department of Public Safety of the State of Texas, a state agency in the executive branch created under Tex. Gov’t Code Ch. 411.

“Fiscal Year” means any of the one year periods beginning September 1 and ending August 31 used for annual budgetary purposes by the State of Texas.

“Respondent” means the individual, business entity, or organization that submits a response in response to this solicitation with intent to contract with DPS.

“Parties” means Contractor and DPS.

“Vendor” means the individual, business entity, or organization at any stage in the procurement or contracting process (prior to response, during response, and after contract award).

SECTION B—SERVICES AND PRICES

B.1 PRICING REQUIREMENTS

B.1.1 Pricing Instructions

- A. Bidder must submit proposed pricing on the Mandatory Pricing Schedule that includes all costs, fees, licenses, and all expenses for Contractor's delivery and performance of the commodities or services requested. The final contracted pricing and payment structure will represent Contractor's sole compensation under the Contract. DPS guarantees no minimum compensation under the Contract.

In the event that there is only one qualified Bid in response to this solicitation, DPS may, at its discretion, negotiate with Bidder.

- B. Contractor must deliver and provide the commodities and services described in compliance with all requirements of the Contract on a no minimum, as needed, as requested basis. Notwithstanding anything else to the contrary in the Contract, DPS will not make any payments of any amount to Contractor or any other entity or person, and Contractor will not submit any invoices, until Contractor has received approval from DPS's Contract Monitor specifically stating that DPS accepts the commodities or services and Contractor is authorized to submit an invoice. If DPS does not accept the commodities or services, the Contract will involve no payments of any type for any amount.
- C. 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 Tex. Gov't Code § 2155.067. If a Bidder believes it can satisfy these specifications, it should bid its goods or services and explain how the specifications will be adequately met.
- D. If bidding on specifications other than those stated within this solicitation, bid should show manufacturer, brand, or trade name, and other description of product offered. If other than brand specified is offered, then Bidder must include specifications, illustrations, and complete descriptions of product offered must be included with bid.
- E. Unless otherwise specified, all items bid must be new and unused and of current production.

B.1.2 Financial Rating Report, Financial Resources, and Ability to Perform

- A. Upon request, Bidder must provide evidence of its financial resources and its ability to provide the commodities or perform the services for which Bidder is submitting a response. This includes information Bidder believes is pertinent to

demonstrate its financial capability, financial solvency, and capacity to fulfill the requirements of this solicitation.

- B. Evidence of financial stability include providing audited financial statements for each of the last two years of Bidder's operations or, in the alternative, financial statements compiled, reviewed and attested by an independent certified public accountant or certified public accounting firm. Bidder may submit a copy of its Dun & Bradstreet (D&B) Business Information Report. If a D&B is submitted the report must include Bidder's Viability Score and the Portfolio Comparison Score or similar ratings.
- C. In lieu of providing financial statements in its Proposal, a Bidder may provide a statement regarding its financial stability and viability to perform under any resulting contract. If Bidder elects this approach rather than audited financial statements, the Bidder must submit a statement, with appropriate supporting documentation, sufficiently detailed to demonstrate financial solvency, and to verify the capacity to fulfill the requirements of this solicitation.
- D. Bidder must provide information and any other financial information reasonably requested by DPS consistent with the services provided by Bidder or otherwise required by the then applicable DPS policies for similar contracts.
- E. Selected Contractor must also submit to the Contract Administrator its financial rating information within 120 days after the end of Contractor's fiscal year.
- F. DPS reserves the right to investigate and determine the financial integrity and responsibility of a Bidder and to reject a response on the grounds of Bidder's lack of financial soundness, or if DPS reasonably concludes, after reviewing the information submitted by Bidder as well as all other relevant information obtained by DPS, that significant issues exist that could jeopardize Bidder's full and timely performance. DPS also reserves this same right throughout the life of the Contract, including before executing any optional renewal with Contractor.

B.2 INVOICE REQUIREMENTS

- A. Invoices are Contractor's billing for commodities or services rendered. DPS will pay Contractor based on itemized invoices submitted to and approved by DPS. The invoices must be itemized and clearly identify the actual commodities and services provided.
- B. Contractor's invoice must include the following: the Contract number, the remittance address, and any prompt discount offered. Contractor must email the invoice to the Contract Monitor listed in the Contract and to apinvoices@dps.texas.gov.

The State of Texas will not incur any penalty for late payment if the invoice fails to conform to the requirements of this section or if Contractor did not email the invoice to the appropriate email addresses identified in this section.

B.3 PAYMENTS

- A. DPS recommends that Contractor receive payments by electronic funds transfer (EFT), also known as direct deposit. If Contractor elects to be set up for direct deposit payment, Contractor must submit a completed Direct Deposit Authorization Form (74-176).
- B. Regardless as to whether Direct Deposit is chosen, Contractor must submit a completed Application for Texas Identification Number (AP-152) and Request for Taxpayer Identification Number and Certifications (W-9) Form with its bid submittal.
- C. If Contractor has previously submitted a completed Direct Deposit Authorization Form and Request for Taxpayer Identification Number and Certifications Form to DPS for another separate contract, Contractor is not required to submit another form.

B.4 MANDATORY PRICING SCHEDULE

Bidder must submit its bid price within the Mandatory Pricing Schedule in this section, replicating, as necessary, in its exact format.

LINE ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE
1	Cost of Materials	1	JOB	
2	Cost of Labor	1	JOB	
3	Overhead and Profit	1	JOB	
TOTAL:				

Alternate 1

LINE ITEM	DESCRIPTION	QTY	UOM	UNIT PRICE
1	Cost of Materials	1	JOB	
2	Cost of Labor	1	JOB	
3	Overhead and Profit	1	JOB	
TOTAL:				

*****BIDDER MUST PROVIDE A COST BREAKDOWN WITH BID SUBMISSION*****

SECTION C - SPECIFICATIONS

C.1 INTRODUCTION

The Texas Department of Public Safety (DPS) is requesting bid solicitations for a minor construction project for the Crime Lab located in Laredo, Texas.

C.2 REQUIRED SPECIFICATIONS

Please see the attached statement of work and exhibits for more information.

C.3 TRANSITION

In the event that DPS awards a subsequent competitive solicitation to a new contractor or if DPS decides to perform the work itself, Contractor must work with DPS and any new contractor to smoothly and seamlessly transition the contract. Contractor will develop a transition plan upon request by DPS. DPS must approve the transition plan before implementation. DPS will not release the final invoice until Contractor returns all Work to DPS.

C.4 DPS PERSONNEL

C.4.1 DPS's Contract Administrator

- A. The Contract Administrator for administration of this Contract is Toribio Solis.
- B. The telephone number for the Contract Administrator is 512-424-2968.
- C. The email address is Toribio.Solis@dps.texas.gov.

The Contract Administrator is responsible for the general administration of this Contract, negotiation of any changes, and issuance of written amendments to this Contract.

If DPS and Contractor agree to amend the Contract, DPS will issue a written amendment signed by authorized signatories of the Parties.

C.4.2 DPS's Contract Monitor

- A. The Contract Monitor for this Contract is Arturo Gomez.
- B. The telephone number for the Contract Monitor is 956-565-7136.
- C. The email address is Arturo.Gomez@dps.texas.gov.

The Contract Monitor is not authorized to make any representations or commitments of any kind on behalf of DPS or the State of Texas.

C.5 INSURANCE REQUIRED UNDER THIS CONTRACT

Unless otherwise specified in this Contract, DPS's Standard Terms and Conditions or any other exhibit or attachment Contractor will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure this Contract's proper performance and cover any potential liabilities with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry or as determined by DPS. Contractor will provide evidence of insurance upon request by DPS.

If any policy is determined by DPS to be deficient and does not comply with the terms of this Contract, Contractor will secure such additional coverage as required by DPS, law, regulation, or customary practice. If coverage expires during the term of this Contract, Contractor must produce renewal certificates for each type of coverage.

C.6 BONDS REQUIRED UNDER THIS CONTRACT

Bonds will be required from Contractor before commencing any work as follows:

- A. For a contract in excess of \$100,000.00 a performance bond will 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 will be solely for the protection of the state.
- B. For a contract in excess of \$25,000.00 a payment bond will be executed in the amount of the contract, solely for the protection of all claimants supplying labor and material.
- C. Any bids submitted will include the cost of any applicable bond. Costs will be included in the base Bid and will not be itemized separately.

If a bond is required, Bidder will be notified in writing. DPS must receive the bond within ten calendar days and must reference the solicitation number. A purchase order will not be issued until the bond is received and no work will begin until Contractor is notified.

C.7 WARRANTY CALL RESPONSE TIME

DPS requires Contractor to respond to any warranty call concerning this project within a 48-hour time period. For any warranty call issued, Contractor will have seven days to replace defective products after receipt of notification by DPS that a warranty issue exists.

C.8 RETAINAGE

DPS reserves the right to withhold 10% retainage from final payment until all work is accepted by DPS and warranty or equipment operation and maintenance documents are in hand (if applicable). This includes required original Contractor provided installation letters on its 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.

C.9 WAGE RATES

DPS 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.

- a) Gov't Code Chapter 2258. Prevailing wage rates pursuant to the requirements of this statute. If applicable, DPS has ascertained the attached rates located as an exhibit are paid to various classifications of workers in the locality of this project.
- b) The hourly rate for legal holiday and overtime work will be not less than 1½ times the base hourly rate.

A contractor or subcontractor who violates this section must 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. Tex. Gov't Code Chapter 2258 prevailing wage rate can be viewed at the following:

<http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2258.htm>.

C.10 UNIFORM GENERAL CONDITIONS FOR CONSTRUCTION PROJECTS

The Contract incorporates by reference the Texas Facilities Commission's Uniform General Conditions (UGC) in its current version and as may be subsequently amended. The UGC may be viewed at <http://www.tfc.state.tx.us/divisions/facilities/prog/construct/formsindex/>.

C.11 CRIMINAL HISTORY BACKGROUND CHECK

- A. Contractor's project personnel must submit to a fingerprint-based Criminal History Background Investigation, if required by DPS at Contractor's expense. To facilitate this Criminal History Background Investigation, each person must complete DPS's Contractor Background Information form (HR-22), which DPS will provide.
- B. If required under the Contract, Contractor will not allow personnel who have not submitted to and successfully completed DPS's fingerprint-based Criminal History Background Investigation and who do not otherwise maintain a DPS security clearance to work on the Contract. DPS has the right to prevent Contractor's personnel from gaining access to DPS's building(s) and computer systems if DPS determines that such personnel do not pass the background check or fail to otherwise maintain DPS security clearance.

- C. When required, Contractor's Project Manager will provide the following to DPS's Contract Monitor within ten days of executing the Contract:
 - 1. the completed Contractor Background Information form (HR-22) for all proposed personnel; and
 - 2. acceptable fingerprints for all proposed personnel.

- D. Throughout the term of the Contract, DPS may require Contractor personnel to submit to an annual DPS fingerprint-based Criminal History Background Investigation to DPS.

- E. Throughout the term of the Contract, Contractor will promptly notify DPS of any activity or action by Contractor's personnel that may affect that individual's ability to continue to work under the Contract.

SECTION D—INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

D.1 RESPONSE PREPARATION INSTRUCTIONS

- A. These instructions are designed to help ensure the Bidder submits all relevant information in its response.
- B. Bidder must prepare its response in accordance with these instructions providing all required information in the format specified.
- C. Failure of a response to show compliance with these instructions and submit all documentation may be grounds for considering the response non-responsive.
- D. Bids must use a sans serif 12-point font (such as Arial or Calibri) on an 8-1/2" x 11" format (except for graphic information being requested). Bidder's response must be paginated, contain a full table of contents, and have component sections clearly identified by electronic bookmarks.
- E. DPS must receive bids no later than the deadline established in this solicitation and submitted to the submission email listed on page 1.
- F. Bidder must ensure that its response is clearly labeled.
- G. Bidder must submit only material directly pertinent to the requirements of this solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, and other similar documents may not be submitted.
- H. Bidder must submit all pertinent information directly within its response, information submitted as an internet link is considered non-responsive. Bidder must submit documentation or information within the response.

D.2 SOLICITATION ADDENDA

- A. No later than the established solicitation deadline, Bidders must acknowledge receipt of all solicitation addenda by signing and returning the addenda, identifying the addenda number and date.
- B. Bidder's failure to timely acknowledge addenda may subject its Bid to rejection.

D.3 LATE SUBMISSIONS, CHANGES, AND WITHDRAWALS OF RESPONSES

- A. DPS will not consider any Bid received at the designated email address after the specified date and time.
- B. Bidder cannot amend its Bid and DPS will not accept an amended Bid after closing date and time. If Bidder wants to amend its Bid, Bidder must amend prior to the closing date and time.

- C. Bidder must clearly identify any alterations made before closing time through its authorized representative.
- D. No Bids can be withdrawn after closing date and time without approval by DPS. Should a Bidder, after closing time, request its Bid be withdrawn, Bidder must email the request to the Contract Administrator listed in the solicitation
- E. DPS is not responsible for submissions delivered to DPS after the date and time stated on the first page of this solicitation. It is the Bidder's responsibility to ensure that it submits, and that DPS receives, its complete Bid timely. DPS recommends that Bidder submit their complete Bid well in advance of the due date and time stated on the first page of this solicitation.
- F. DPS takes no responsibility for electronic Bids that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any DPS anti-virus or other security software. Therefore, DPS recommends confirming receipt.

D.4 RESPONSE ACCEPTANCE PERIOD

- A. All Bids will be valid for 180 days after the solicitation opening date and will constitute an irrevocable response to DPS for the 180-day period.
- B. Such period may be extended beyond the 180 days upon mutual written agreement of both parties.

D.5 CONTRACT AWARD

DPS may award one or more Contracts resulting from this solicitation to a responsible Bidder whose Bid is best value under the evaluation criteria in this solicitation. Due to the number of line items, it is possible that there will be multiple Contracts awarded from this solicitation, but DPS will not award more than one Bidder (who is the best value) per line item.

D.6 DPS'S RIGHTS

- A. DPS may:
 - 1. reject any or all Bids if such action is in the public interest;
 - 2. accept other than the lowest priced Bid; and
 - 3. waive minor informalities and minor irregularities in Bids received.
- B. Waiver of deviations in any Bid will not constitute a modification of this solicitation and will not preclude DPS from asserting all rights against the Bidder for failure to fully comply with all terms and conditions of this solicitation. Copyrighted Bids are unacceptable and are subject to being considered non-responsive. DPS reserves the right to make any corrections or include additional requirements in the resulting

contract prior to issuance which are necessary for DPS's compliance, as an agency of the State of Texas, with all state and federal requirements. DPS reserves the right to consider any Bid non-responsive which asserts any copyright on any DPS-created form which is specifically designated by this solicitation to be a form that will be completed and included in a Bid submitted in response to this solicitation.

- C. DPS reserves the right to reject any one Bid or all Bids or portions of Bids submitted in response to this solicitation.
- D. The submission of a Bid has the effect of waiving proprietary rights or confidentiality.
- E. All Bids and any content provided by the Bidder are considered the property of DPS for use for the life of any resulting contract as determined by DPS with respect to the scope of the project.
- F. DPS is not liable for any costs or damages that may be incurred by Bidders or prospective contractors in the preparation, formulation, or presentation of a Bid.
- G. In case of ambiguity or lack of clarity, DPS may adopt such interpretations as may be advantageous to DPS.
- H. DPS reserves the right to withdraw this solicitation at any time for any reason.
- I. DPS reserves the right to award no contract and to solicit additional Bids at a later time.
- J. DPS incurs no obligation regarding this solicitation unless and until a contract is fully executed by the parties. However, all Bids received by DPS will remain confidential until the evaluation process is complete.
- K. DPS will not hold a public bid opening event.

D.7 RESPONSE SUBMISSION INSTRUCTIONS

D.7.1 Volume One – Required Contract Forms and Information

This section will contain the following completed contract sections with authorized representative original signatures, where applicable:

- A. Solicitation, Page 1 (with any signed addenda);
- B. Information and Certifications Form;
- C. A Redacted Solicitation and Contract Bid, if applicable;
- D. Direct Deposit Authorization Form (74-176), completed if choosing direct deposit as a possible payment option;

- E. Request for Taxpayer Identification Number and Certifications (W-9);
- F. Application for Texas Identification Number (AP-152); and
- G. Documentation from the appropriate state entity that indicates that Bidder is properly certified to conduct business in the State of Texas (e.g., The Certificate of Existence from the Texas Secretary of State and the Certificate of Account Status from the Comptroller of Public Accounts).

D.7.2 Volume Two – Information Bid Section

- A. Cover Page: List name and address of Bidder, date of response, solicitation identifier, and signature of authorized official.
- B. Introduction: Clear expression of who Bidder is, to include an outline of organizational capabilities, goals, project management process approach, business process management design, other previous accolades, and a listing of all subcontractors.
- C. Information Sheet: Including all information required of Bidder and any subcontractors.
 - 1. Name and address (including telephone number) of Bidder and all subcontractors.
 - 2. Business form of Bidder and its subcontractors (e.g., corporation, partnership).
 - 3. Date and state of incorporation.
 - 4. Names and addresses of principal officers, directors, or partners.
- D. Bidder must identify and provide in its bid a minimum of three references relating to past contracts or projects that are similar in size and scope. Bidder must provide, at a minimum, the name, email address, phone number, and title for each reference provided. Additionally, Bidder must provide project begin and end dates, brief descriptions of deliverables, overall costs, and scope of work performed.
- E. Organizational, biographical, and Financial Rating information, if applicable, for Bidder and all third-parties and subcontractors proposed to fulfill service requirements.
- F. Project Schedule and Plan: A plan detailing how Bidder will deliver the commodities and fully implement the services required in Section C.
- G. Bidder must specifically address, within its response, the requests for information as detailed throughout this solicitation. Bidder is responsible for ensuring that all such information is included within its Bid.

- H. Bidder is encouraged to provide a bid narrative for each section and subsection, in the format in which requirements are presented, in sufficient detail to clearly demonstrate Bidder's compliance with all requirements of this solicitation, both technical and administrative. Supplemental justification or documentation can be provided as attachments. Bidder must ensure that all material submitted should be directly pertinent to the requirements of this solicitation and will be formatted as to the specific requirement as delineated in this solicitation.
- I. Business Continuity and Disaster Recovery Plan. Bidder must submit, with its response, descriptions of its business continuity and disaster recovery plan and processes. If DPS awards a Contract under this solicitation, Contractor must submit, within ten days from Contract award, its plans regarding how Bidder will protect DPS's vital state records throughout the life of the Contract and for any record retention period required beyond the life of the Contract. The plans must include specific actions Contractor will take to meet DPS's essential function recovery times and the related artifacts for the methodologies, tests, and exercises used to validate its business continuity and disaster recovery plan. DPS may reasonably require Contractor to amend its business continuity and disaster recovery plan (based on DPS's dependence or necessity on the particular good or service).
- J. Negotiations, Assumptions, and Exceptions. No assumptions should be included in a Bid. Instead, Bidder should seek to clarify a section of the Solicitation as needed through the question-and-answer process in Section D.8.

DPS cannot negotiate IFB terms or conditions and will disqualify any Bid with exceptions or assumptions under most circumstances. Instead of including exceptions, Bidders should request any desired modifications to the solicitation through the question-and-answer process in Section D.8. DPS cannot indemnify vendors under the Texas Constitution. Bidders should not request DPS or Customers to indemnify it.

D.7.3 Volume Four –Pricing Response

Bidder must provide its pricing in the Mandatory Pricing Schedule in the exact format noted.

D.8 DISCUSSION AND CORRESPONDENCE

- A. Bidder must communicate and ask questions concerning this solicitation, including any of a technical nature, in writing only to the Contract Administrator listed on page 1 and in accordance with any required deadlines.
- B. DPS will provide written responses to the questions.

- C. Bidder should rely only on the written information provided in this manner. Bidder is specifically cautioned against relying on any oral information.
- D. Bidder is specifically prohibited from making contact with any DPS personnel other than the Contract Administrator involved in this solicitation for discussing its responses. The only exception is if the Bidder has questions regarding proper completion of the HSP, the HUB coordinator listed on the HSP may be contacted with a copy to the Contract Administrator.
- E. The responsiveness of each bid will be evaluated upon the written instructions provided by throughout this solicitation and as described in Section E, Evaluation Criteria.
- F. Unauthorized contact with DPS personnel by any Bidder may result in DPS considering Bidder's bid non-responsive in its entirety.

D.9 BIDDER SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT

DPS is a governmental body subject to the Texas Public Information Act (PIA), Tex. Gov't Code Chapter 552. The response and other information submitted to DPS by Bidder are subject to release as public information by DPS. The response and other submitted information is presumed subject to disclosure unless a specific exception to disclosure under the PIA applies.

If it is necessary for Bidder to include proprietary or otherwise confidential information in its response or other submitted information, Bidder must clearly label that proprietary or confidential information and identify the legal basis for confidentiality. Merely making a blanket claim that the entire response is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire response subject to release under the PIA.

In order to trigger the process of seeking an Attorney General opinion on the release of proprietary or confidential information, the specific provisions of the response that are considered by Bidder to be proprietary or confidential must be clearly labeled as described above. Any information which is not clearly identified by Bidder as proprietary or confidential will be deemed subject to disclosure under the PIA. Bidder will irrevocably deemed to have waived, and Bidder agrees to fully indemnify the State of Texas and DPS against any claim of infringement by DPS regarding the intellectual property rights of Bidder or any third party for any materials appearing in the response.

If Bidder's Bid contains any information that Bid claims is confidential and not subject to release under the PIA, Bidder must prepare and deliver to DPS two copies of its bid containing the following information.

- A. A complete copy of all of Bidder’s submissions under this solicitation. Bidder must mark this copy’s documents with “Complete Bid Documents, [Bidder’s Name], DPS SOLICITATION [SOLICITATION Number]. CONTAINS CONFIDENTIAL INFORMATION.”
- B. A complete copy of all of Bidder’s submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. This copy must also contain an Appendix, which contains clear references to all redacted information including a general description of the redacted information. Bidder must mark this copy’s documents with “For Public Release: Redacted Version of [Bidder’s Name], DPS SOLICITATION [SOLICITATION Number].”

D.10 AGENCY POSTING OF CONTRACTS

After award, information, documentation, and other material in connection with this solicitation or this Contract may be subject to public disclosure under the Public Information Act.

D.11 ANTICIPATED SCHEDULE OF EVENTS

DPS currently anticipates that the selection of successful Bidder and award of this Contract, if any, will proceed according to the following schedule:

04/01/2024	N/A	Solicitation Posted to ESB
04/09/2024	10:30 A.M., CT	Mandatory Pre-Bid Site Visit - 1901 Bob Bullock Loop, Laredo, TX 78043
04/10/2024	5:00 P.M., CT	Last day to submit written questions for clarification to DPS
04/11/2024	5:00 P.M., CT	Estimated date for DPS to post Question and Answer (Q&A) document to ESB
04/16/2024	5:00 P.M., CT	Deadline for DPS to receive Bids
04/26/2024	N/A	Anticipated date of Contract Award

DPS reserves the right, in its sole discretion, to change the above date(s). Notices of changes to items directly impacting the original solicitation process will be posted on the Electronic State Business Daily (ESBD) located at: <http://www.txsmartbuy.com/esbd>. Bidder should check the ESB frequently for updates. Bidder is solely responsible for verifying receipt of its questions, if applicable, and responding by the deadlines stated. A Bidder’s failure to periodically check the ESB for updates will in no way release the awarded Bidder from compliance with any requirements in posted “addenda or additional information” although such compliance may result in additional costs to meet the requirements.

Questions regarding this solicitation must be in writing and must be submitted to DPS’s Contract Administrator by the date and time noted in the table listed in this solicitation. Telephone inquiries will not be accepted. Questions may only be submitted email. DPS

intends to post answers to these questions on the ESD on or before the date and time noted in the table listed in this solicitation. Bidder is solely responsible for verifying DPS's timely receipt of its questions by the stated deadlines.

D.12 PRE-BID SITE VISIT

A mandatory pre-bid site visit will be held at the **Laredo Crime Lab, 1901 Bob Bullock Loop, Laredo, TX 78043 at 10:30 A.M. on April 09, 2024.** The purpose of the pre-bid site visit is to review the solicitation and answer any questions regarding completing and submitting the bid. There will be no technical questions answered at this conference. Failure to attend the mandatory pre-bid site visit may result in a non-responsive bid.

SECTION E—EVALUATION CRITERIA

DPS will evaluate responses in accordance with the best value standard in Tex. Gov't Code § 2156.007.

A Bidder's past performance will be measured in accordance with applicable provisions of Texas Gov't Code §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Bidder's may fail this selection criterion for any of the following conditions:

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

Contractor performance information is located on CPA's website at:

<http://www.txsmartbuy.com/vpts>.

DPS may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System, DPS may examine other sources of vendor performance including, 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, DPS may initiate such examinations of vendor performance based upon media reports. Any such investigations will be at the sole discretion of DPS, and any negative findings, as determined by DPS, may result in non-award to Bidder.

SECTION F—LIST OF EXHIBITS

By number and title

- F.1 Standard Terms and Conditions
- F.2. Information and Certifications Form
- F.3 Application for Texas Identification Number (AP-152)
- F.4 Direct Deposit Authorization Form (74-176)
- F.5 Request for Taxpayer Identification Number and Certifications (W-9)
- F.6 Statement of Work
- F.7 Wage Rates