



**TEXAS DEPARTMENT OF PUBLIC SAFETY
INVITATION FOR BIDS**

IF NOT BIDDING
DO NOT RETURN THIS FORM.
BIDDER AGREES TO COMPLY WITH
ALL TERMS & CONDITIONS OF THIS IFB

AGENCY TO INVOICE

Texas Department of Public Safety
P.O Box 4087
Austin, Texas 78773-0130

DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

Texas Department of Public Safety
5805 N. Lamar Blvd.
Austin, Texas 78752

BID OPENING ▶ 2:00 PM 04-07-09

REQUISITION NO. ▶ 405-BC9-066

PAGE 1 OF 24

τ FAILURE TO SIGN WILL DISQUALIFY BIDτ

AUTHORIZED SIGNATURE

DATE

By signing this bid, bidder certifies that if a Texas address is shown as the address of the bidder, bidder qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32(68).

WHEN BIDDING:

Each bid must be placed in a separate envelope with bid opening date and requisition number annotated immediately below return address on SEALED BID ENVELOPE.

IF BIDDING, RETURN SEALED BIDS TO:
TEXAS DEPARTMENT OF PUBLIC SAFETY
P.O. BOX 4087, AUSTIN, TX 78773-0130
OR HAND DELIVER TO: BLDG A, 2ND FLOOR

(8:00 am - 5:00 pm)
OR OVERNIGHT/EXPRESS MAIL TO:
ACCOUNTING AND BUDGET CONTROL-PURCHASING
(7:45 am - 4:45 pm)
5805 N. LAMAR BLVD. AUSTIN, TX 78752

FAX NUMBER FOR BIDS & ADDENDUMS ONLY:

512-424-2546

Call 512-424-7347 for FAX confirmation (8:00 am - 5:00 pm)

τ VENDOR ADDRESS AND IDENTIFICATION NUMBER τ

Company Name

Company Address

City, State and Zip Code

Printed Name of Representative

Company Phone Number including Area Code

Vendor ID # _____

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 vendor MUST have an EIN prior to receiving payment under an awarded contract. This is being required in an effort 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: <http://www.irs.gov/businesses/>

CHECK HERE IF YOU ARE A SOLE OWNERSHIP OR PARTNERSHIP AND COMPLETE SECTION 11: ☐

PREFERENCES

See Section 2.38 of the State of Texas Procurement Manual regarding preferences.

Check below to claim a preference under 34 TAC Rule 20.38

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

TEXAS DEPARTMENT OF PUBLIC SAFETY
STANDARD TERMS AND CONDITIONS:
ITEMS BELOW APPLY TO AND BECOME PART OF BID.
ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. BIDDING REQUIREMENTS:

- 1.01. Bidders must comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.02. Bids should be submitted on this form. Bidders must price per unit shown. Unit prices shall govern in the event of extension errors. If a price quotation is submitted as part of the bid, the quotation must be referenced on the bid document and signed by the bidder to establish formal linkage to the bid.
- 1.03. Bids must be time stamped at Texas Department of Public Safety (DPS) on or before the hour and date specified for the bid opening.
- 1.04. Late and/or unsigned bids will not be considered under any circumstances. Person signing bid must have the authority to bind the firm in a contract.
- 1.05. Quote FOB destination, freight prepaid and allowed unless otherwise stated within the specifications.
- 1.06. Bid prices are requested to be firm for DPS acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.
- 1.07. Bidder should enter Texas Identification Number System (TINS) number, full firm name and address of bidder on the face of this form. Enter in the space provided, if not shown. Additionally, firm name should appear on each continuation page of a bid, in the block provided in the upper right hand corner.
- 1.08. Bid cannot be altered or amended after opening time. Alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the DPS based on an acceptable written reason.
- 1.09. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. **AWARD NOTICE:** The State reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items at the sole discretion of the State. The State also reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State. Any contract may also be extended up to three months at the sole discretion of the State.
- 1.11. Consistent and continued tie bidding could cause rejection of bids by the DPS and/or investigation for antitrust violations.
- 1.12. The telephone number for FAX submission of bids is 1-512-424-2546. This is the only number that will be used for the receipt of bids. The State shall not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive bids will not be considered. Call 512-424-7347 for FAX confirmation.
- 1.13. Inquiries pertaining to this IFB must include the requisition number, class/item codes, and opening date.

2. SPECIFICATION:

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

3. TIE BIDS:

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

4. DELIVERY:

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

5. INSPECTION AND TESTS:

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

6. AWARD OF CONTRACT:

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

7. PAYMENT:

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

8. PATENTS, TRADEMARKS, OR COPYRIGHTS:

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

9. BIDDER ASSIGNMENTS:

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

10. BIDDER AFFIRMATIONS:

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

- 10.01. The bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
- 10.02. Pursuant to 15 U.S.C. §1, *et seq.* and Tex. Bus. & Comm. Code §15.01, *et seq.* neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such a firm, corporation or institution has violated the antitrust laws of this state, federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
- 10.03. Pursuant to §2155.004, Gov't Code, neither the bidder nor any person or entity which will participate financially in any contract resulting from this IFB has received compensation for participation in the preparation of the specifications for this IFB.
- 10.04. Pursuant to §231.006(d), Texas Family Code, regarding child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that the contract may be terminated and payment may be withheld if this certification is inaccurate. Furthermore, any bidder subject to §231.006, Gov't Code, must include names and Social Security numbers of each person with at least 25% ownership of the business entity submitting the bid. This information must be provided prior to award. Enter the Name & Social Security Numbers for each person below:

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

- 10.05. 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 IFB is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate. §2155.004 prohibits a person or entity from receiving a state contract if they received compensation for participating in preparing the solicitation or specifications for the contract.
- 10.06. As required by §2252.903, Gov't Code, bidder agrees that any payments due under a contract resulting from this IFB 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 DPS under §§403.055, 403.0551, 2252.903, Gov't Code and other applicable laws and regulations regarding satisfaction of debts or delinquencies to the State of Texas.
- 10.07. Pursuant to §669.003, Gov't Code, DPS may not enter into a contract with a person who employs a current or former executive head of the DPS until four years has passed since that person was the executive head of the DPS. By submitting a bid, the bidder certifies that it does not employ any person who was the executive head of the DPS in the past four years. If bidder does employ a person who was the executive head of the DPS, provide the following information:

Name of Former Executive: _____

Name of State Agency: _____

Date of Separation from State Agency: _____

Position with Bidder: _____

Date of Employment with Bidder: _____

- 10.08. In accordance with §2155.4441, Gov't Code, bidder agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- 10.09. Bidder certifies that the bidding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that bidder is in compliance with the State of Texas statutes and rules relating to procurement and that bidder is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>

- 10.10. 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 IFB may be terminated and payment withheld if this certification is inaccurate.
- 10.11. 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 IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.
- 10.12. Bidder represents and warrants that it has no actual or potential conflicts of interest in providing the requested items to DPS under the IFB and any resulting contract, if any, and that bidder's provision of the requested items under the IFB and any resulting contract, if any, would not reasonably create an appearance of impropriety.
- 11. NOTE TO BIDDER:**
If bidder takes any exceptions to any provisions of the IFB, these exceptions must be specifically and clearly identified by section in bidder's bid in response to the IFB and bidder's proposed alternative must also be provided in the bid. Bidders cannot take a 'blanket exception' to the entire IFB. If any bidder takes a 'blanket exception' to the entire IFB or does not provide proposed alternative language, the bidder's bid may be disqualified from further consideration.
- 12. PROTEST PROCEDURES:**
Any actual or prospective bidder who is aggrieved in connection with this IFB, evaluation, or award of any contract resulting from this IFB may formally protest as provided in DPS's rules at 34 TAC Rule 20.384.
- 13. DISPUTE RESOLUTION:**
The dispute resolution process provided for in Chapter 2260, Gov't Code must be used by the DPS and the bidder to attempt to resolve any dispute arising under any contract resulting from this IFB.
- 14. NON-APPROPRIATION OF FUNDS:**
Any contract resulting from this IFB is subject to termination or cancellation, without penalty to DPS, either in whole or in part, subject to the availability of state funds. DPS is a state agency whose authority and appropriations are subject to actions of the Texas Legislature. If DPS becomes subject to a legislative change, revocation of statutory authority, or lack of appropriated funds which would render DPS'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, DPS will not be liable to bidder for any damages, which are caused or associated with such termination, or cancellation and DPS will not be required to give prior notice.
- 15. TEXAS PUBLIC INFORMATION ACT:**
Notwithstanding any provisions of this IFB to the contrary, bidder understands that DPS 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 DPS 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 IFB. Any part of the solicitation response that is of a confidential or proprietary nature must be clearly and prominently marked as such by the bidder.
- 16. CONFLICT OF INTEREST:**
Under §2155.003, Gov't Code, a DPS 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 DPS or purchasers of other state agencies.
- 17. FORCE MAJEURE:**
Neither bidder nor DPS shall be liable to the other for any delay in, or failure of performance, of any requirement included in any contract resulting from this IFB caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.
- 18. INDEPENDENT CONTRACTOR:**
Bidder is and shall remain an independent contractor in relationship to the DPS. The DPS shall not be responsible for withholding taxes from payments made under any contract resulting from this IFB. Bidder shall have no claim against the DPS for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, or employee benefits of any kind.

19. INDEMNIFICATION:

BIDDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ITS OFFICERS, AND EMPLOYEES, AND DPS, ITS OFFICERS, AND EMPLOYEES AND CONTRACTORS, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING WITHOUT LIMITATION ATTORNEYS' FEES AND COURT COSTS, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF BIDDER OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF BIDDER IN THE EXECUTION OR PERFORMANCE OF ANY CONTRACT WITH BIDDER RESULTING FROM THIS IFB. BIDDER SHALL COORDINATE ITS DEFENSE WITH THE TEXAS ATTORNEY GENERAL AS REQUESTED BY DPS. THIS SECTION IS NOT INTENDED TO AND SHALL NOT BE CONSTRUED TO REQUIRE BIDDER TO INDEMNIFY OR HOLD HARMLESS THE STATE OR DPS FOR ANY CLAIMS OR LIABILITIES RESULTING FROM THE NEGLIGENT ACTS OR OMISSIONS OF DPS OR ITS EMPLOYEES.

20. RIGHT TO AUDIT:

In addition to and without limitation on the other audit provisions of this IFB, 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 IFB or any contract resulting from this IFB may be amended unilaterally by DPS 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.



INVITATION FOR BIDS
TEXAS DEPARTMENT OF PUBLIC SAFETY
Continuation Page(s)

BID OPENING ► 2:00 PM 04-07-09

REQUISITION NO. ► 405-BC9-066

VENDOR

VENDOR ID
(VENDOR NAME)

ITEM NO.	CLASS: 910 ITEM: 04/36	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
		Labor and materials for HVAC system cleaning per attached specifications. All interested bidders must attend a mandatory pre-bid meeting, March 31st at 1:00 PM at the DPS Headquarters Bldg. "A" lobby located at 5805 N. Lamar, Austin, Texas 78752. Failure to attend the mandatory pre-bid meeting will result in the disqualification of bidders bid response. If directions are needed please contact the Building Program Bureau at (512) 424-2882.					
1		HVAC system cleaning in Bldg. B floor B-1					
2		Alternate #1 – HVAC system cleaning Bldg. B floor B-2					
3		Alternate #2 – HVAC system cleaning Bldg. B basement floor					
		This bid solicitation may be cancelled at any time.					
		Warranty.....					
							
		Cost breakdown for entire project:					
		Equipment Cost: \$					
		Material Cost: \$					
		Labor Cost: \$					
		Overhead Cost: \$					
		Misc. Cost: \$					
		Days to complete entire project:..... (after notice to proceed)					
		DPS PROJECT MANAGER: EDDIE KING TELEPHONE NUMBER: (512) 424-2219					
		DPS PURCHASER: RAY D. MILLER PHONE NUMBER: (512) 424-2205 E-mail: ray.miller@txdps.state.tx.us					

**Texas Department of Public Safety
Invitation for Bids Continued**

NOTE: ALL BIDDERS MUST ATTEND A MANDATORY PRE-BID MEETING AT THE DPS HEADQUARTERS BLDG. A LOBBY MARCH 31ST AT 1:00 PM. FAILURE TO ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN THE DISQUALIFICATION OF BIDDER'S BID RESPONSE . IF DIRECTIONS ARE NEEDED PLEASE CONTACT THE BUILDING PROGRAM BUREAU AT (512) 424-2882.

WORK LOCATION:
TEXAS DEPARTMENT OF PUBLIC SAFETY
5805 N. LAMAR
AUSTIN, TEXAS 78752

THIS CONTRACT SHALL BE GOVERNED BY THE UNIFORM GENERAL CONDITIONS (UGC). UGC MAY BE VIEWED AT:
WWW.TFC.STATE.TX.US/FACONSTR/UGC2000.DOC

NO VERBAL CHANGES TO THESE SPECIFICATIONS ARE PERMITTED.
ANY CHANGES MUST BE BY WRITTEN ADDENDUM.

CHANGE ORDERS WILL BE ALLOWED ONLY IF UNFORSEEN CONDITIONS ARISE OR IF DEPARTMENT NEEDS DICTATE CONSTRUCTION CHANGES. NO VERBAL CHANGE ORDERS WILL BE ALLOWED, ALL CHANGE ORDERS MUST BE IN WRITING BY A PURCHASE ORDER CHANGE NOTICE.

DPS CONTACT: EDDIE KING
PHONE: (512) 424-2219

BONDS WILL BE REQUIRED FROM THE SUCCESSFUL BIDDER BEFORE COMMENCING ANY WORK AS FOLLOWS:

- A) 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.

- B) 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.

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 THIS DEPARTMENT WITHIN TEN DAYS AND MUST REFERENCE THE REQUISITION NUMBER. A PURCHASE ORDER WILL NOT BE ISSUED UNTIL THE BOND IS RECEIVED AND NO WORK SHALL BEGIN UNTIL THE VENDOR IS NOTIFIED.

NOTE: COMPLETED HUB SUBCONTRACTING PLAN MUST BE RETURNED WITH BID RESPONSE FOR PROJECTS EXCEEDING \$100,000.00

THE STATE OF TEXAS IS MAKING EFFORTS TO ASSIST HISTORICALLY UNDERUTILIZED BUSINESSES TO RECEIVE NOT LESS THAN 25.1% OF TOTAL VALUE OF ALL CONTRACT AWARDS THAT AN AGENCY EXPECTS TO MAKE IN ITS FISCAL YEAR. ACHIEVEMENT OF THIS GOAL MAY BE REACHED BY THE AGENCY CONTRACTING DIRECTLY WITH A TEXAS COMPTROLLER OF PUBLIC ACCOUNTS CERTIFIED HUB OR BY THE AGENCY'S PRIME CONTRACTORS ESTABLISHING CONTRACTS WITH CERTIFIED HUBS AS SUBCONTRACTORS, SUPPLIERS OR MATERIAL PROVIDERS.

EACH BIDDER IS TO ANSWER THE FOLLOWING QUESTIONS:

- 1) ARE YOU A CERTIFIED HUB?.....IF YES, PLEASE PROVIDE YOUR HUB CERTIFICATE NUMBER.....
- 2) IF AN AWARD IS ISSUED, DO YOU PLAN TO UTILIZE A SUB-CONTRACTOR OR SUPPLIER FOR ALL OR ANY PORTION OF THE CONTRACT? YES NO.....
- 3) IF YES, WHAT PERCENT (GOAL) OF THE TOTAL AWARD WOULD BE SUBCONTRACTED TO OR SUPPLIED BY HUBS?%

* IF THE PRIME CONTRACTOR CHECKS "YES" AND DOES NOT ENTER THE HUB PERCENT (GOAL), THE AGENCY WILL AUTOMATICALLY ENTER "25.1%" AS THE GOOD FAITH GOAL IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, TITLE 10,

SUBTITLE D.

UPON THE REQUEST OF THE ORDERING AGENCY, VENDORS WILL BE REQUIRED TO DETAIL THE AMOUNT OF EXPENDITURES THAT HAVE BEEN MADE TO MATERIAL SUPPLIERS AND SUBCONTRACTORS THAT ARE CPA CERTIFIED HUBS, USING THE REPORTING FORMS PROVIDED BY THE ORDERING AGENCY.

BIDDER CERTIFIES THAT THE BIDDING ENTITY AND ITS PRINCIPALS ARE ELIGIBLE TO PARTICIPATE IN THIS TRANSACTION AND HAVE NOT BEEN SUBJECTED TO SUSPENSION, DEBARMENT, OR SIMILAR INELIGIBILITY DETERMINED BY ANY FEDERAL, STATE OR LOCAL GOVERNMENTAL ENTITY AND THAT BIDDER IS IN COMPLIANCE WITH THE STATE OF TEXAS STATUTES AND RULES RELATING TO PROCUREMENT AND THAT BIDDER IS NOT LISTED ON THE FEDERAL GOVERNMENT'S TERRORISM WATCH LIST AS DESCRIBED IN EXECUTIVE ORDER 13224. ENTITIES INELIGIBLE FOR FEDERAL PROCUREMENT ARE LISTED AT [HTTP://WWW.EPLS.GOV](http://www.epls.gov).

THE STATE AUDITOR MAY CONDUCT AN AUDIT OR INVESTIGATION OF ANY ENTITY RECEIVING FUNDS FROM THE STATE DIRECTLY UNDER THE CONTRACT OR INDIRECTLY THROUGH A SUBCONTRACT UNDER THE CONTRACT. ACCEPTANCE OF FUNDS DIRECTLY UNDER THE CONTRACT OR INDIRECTLY THROUGH A SUBCONTRACT UNDER THE 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, 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.

THE TEXAS DEPT. OF PUBLIC SAFETY 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.

TEXAS GOVERNMENT CODE CHAPTER 2258.
PREVAILING WAGE RATES PURSUANT TO THE REQUIREMENTS OF THIS STATUTE, THE TEXAS DEPT. OF PUBLIC SAFETY HAS ASCERTAINED THE ATTACHED RATES OF WAGES ARE PAID TO VARIOUS

CLASSIFICATIONS OF WORKERS IN THE LOCALITY OF THIS PROJECT.

PURSUANT TO THE REQUIREMENTS OF THIS STATUTE, THE TEXAS DEPT. OF PUBLIC SAFETY HAS ASCERTAINED THE ATTACHED RATES OF WAGES ARE PAID TO VARIOUS CLASSIFICATIONS OF WORKERS IN THE LOCALITY OF THIS PROJECT.

THE HOURLY RATE FOR LEGAL HOLIDAY AND OVERTIME WORK SHALL BE NOT LESS THAN ONE AND ONE-HALF (1 & 1/2) TIMES THE BASE HOURLY RATE.

A CONTRACTOR OR SUBCONTRACTOR WHO VIOLATES THIS SECTION SHALL PAY TO THE STATE OR A POLITICAL SUBDIVISION OF THE STATE ON WHOSE BEHALF THE CONTRACT IS MADE, \$60 FOR EACH WORKER EMPLOYED FOR EACH CALENDAR DAY OR PART OF THE DAY THAT THE WORKER IS PAID LESS THAN THE WAGE RATES STIPULATED IN THE CONTRACT.

THE ENTIRE TEXAS GOVERNMENT CODE CHAPTER 2258 PREVAILING WAGE RATE MAY BE VIEWED AT [HTTP://WWW.CAPITOL.STATE.TX.US/STATUTES/GV.TOC.HTM](http://www.capitol.state.tx.us/statutes/gv.toc.htm) .

AWARDED BIDDER MUST PROVIDE AND MAINTAIN COMMERCIAL GENERAL LIABILITY INSURANCE UNTIL WORK COVERED IN THIS CONTRACT IS COMPLETED AND ACCEPTED BY DPS. PROOF OF INSURANCE MUST BE PROVIDED UPON REQUEST BY DPS.

***IN COMPLIANCE WITH THE PROMPT PAYMENT ACT, YOUR TAXPAYER IDENTIFICATION NUMBER MUST BE ON ALL INVOICES

NOTE: VENDOR MUST SHOW PURCHASE ORDER NUMBER ON ALL PACKAGES, PACKING LIST AND INVOICES.

THIS CONTRACT IS SUBJECT TO CANCELLATION, WITHOUT PENALTY, EITHER IN WHOLE OR IN PART, IF FUNDS ARE NOT APPROPRIATED BY THE TEXAS LEGISLATURE.

THE FOLLOWING DEPARTMENT CONTRACTS OR COMMITMENTS MUST BE APPROVED BY THE TEXAS PUBLIC SAFETY COMMISSION OR THE COMMISSION'S DESIGNEE IN ORDER TO BE VALID AND ENFORCEABLE : 1) ANY CONTRACT OR COMMITMENT IN THE

AMOUNT OF \$1,000,000 OR MORE; 2) ANY CHANGE ORDER, INDIVIDUALLY OR IN COMBINATION WITH OTHER CHANGE ORDERS, THAT INCREASES THE ORIGINAL CONTRACT OR COMMITMENT BY FIFTY PERCENT OR MORE; AND 3) ANY CHANGE ORDER, INDIVIDUALLY OR IN COMBINATION WITH OTHER CHANGE ORDERS, THAT INCREASES THE ORIGINAL CONTRACT OR COMMITMENT BY \$500,000 OR MORE. ANY WORK PERFORMED PRIOR TO APPROVAL IS PERFORMED AT CONTRACTOR'S SOLE RISK.

THE FOLLOWING INFORMATION IS NEEDED TO PROCESS PAYMENT
VOUCHERS THROUGH THE COMPTROLLER'S OFFICE.

IF YOUR BUSINESS IS SOLEY OWNED:

1. OWNERS NAME:
2. SOCIAL SECURITY NUMBER:

IF YOUR BUSINESS IS INCORPORATED:

1. FEDERAL TAX ID NUMBER:
2. TEXAS CHARTER NUMBER:

BIDDER CONTACT PERSON:
(PLEASE PRINT)

TELEPHONE NUMBER:
(AREA CODE)

DELIVERY IN DAYS

DISCOUNT OF% IF PAID IN DAYS

GENERAL DECISION: TX20080018 02/06/2009 TX18

Date: February 6, 2009

General Decision Number: TX20080018 02/06/2009

Superseded General Decision Number: TX20070018

State: Texas

Construction Type: Building

County: Travis County in Texas.

BUILDING CONSTRUCTION PROJECTS (does not include residential construction consisting of single family homes and apartments up to and including 4 stories). (Use current heavy & highway general wage determination for paving & utilities Incidental to building construction).

Modification Number	Publication Date
0	02/08/2008
1	02/15/2008
2	04/11/2008
3	05/30/2008
4	07/04/2008
5	07/11/2008
6	10/10/2008
7	12/05/2008
8	01/23/2009
9	02/06/2009

CARP1266-001 07/01/2008

	Rates	Fringes
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Carpenters:

Carpenters (All other work Including Acoustical Installation and Drywall Framing/Hanging, Including Metal Studs).....\$ 19.65	4.65
Millwrights.....\$ 21.58	6.30

ELEC0520-001 12/01/2008

	Rates	Fringes
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ELECTRICIAN (Including Low Voltage Wiring for Computers, Fire/Smoke Alarms and Telephones).....\$ 25.18	6.59
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ELEV0133-001 01/01/2009

	Rates	Fringes
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ELEVATOR MECHANIC.....\$ 32.43	18.285+a
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a - Employer contributes 8% of basic hourly rate for over 5

years service and 6% of basic hourly rate for 6 months to 5 years service as Vacation Pay Credit. Also 7 paid holidays - New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day.

IRON0482-004 06/01/2007

	Rates	Fringes
IRONWORKER, STRUCTURAL (Excluding Metal Building Erection).....	\$ 18.35	4.90

* PAIN1778-001 10/13/2008

	Rates	Fringes
GLAZIER.....	\$ 18.65	5.55

PLUM0286-001 06/01/2007

	Rates	Fringes
PIPEFITTER (Including HVAC Work).....	\$ 24.69	7.16
PLUMBER (Excluding HVAC Work)....	\$ 24.69	7.16

SHEE0067-003 04/01/2007

	Rates	Fringes
Sheet metal worker (Including HVAC Duct Work).....	\$ 23.70	9.74

SUTX1997-001 02/24/1997

	Rates	Fringes
BRICKLAYER (Excluding Caulking and Waterproofing).....	\$ 13.25	
CARPENTER (Formbuilding Only)....	\$ 13.20	
CAULKER.....	\$ 13.05	
CEMENT MASON/CONCRETE FINISHER...	\$ 10.22	
FLOOR LAYER: CARPET (SOFT) FLOOR.....	\$ 10.00	
HVAC MECHANIC (Excluding Duct or Pipe Work).....	\$ 11.83	1.14
Ironworkers: Reinforcing.....	\$ 10.00	
Laborers: Brick Tender.....	\$ 8.00	
Common.....	\$ 7.57	

Painters:		
Brush.....	\$ 10.06	.31
Drywall Finishing.....	\$ 9.00	
Spray.....	\$ 9.70	.19
Power equipment operators:		
Backhoe.....	\$ 11.11	1.92
Crane.....	\$ 12.50	2.03
Front End Loader.....	\$ 11.33	
SPRINKLER FITTER.....	\$ 14.00	
Tile setter finisher.....	\$ 10.00	
TILE SETTER.....	\$ 13.00	1.55
TRUCK DRIVER (Lowboy).....	\$ 8.00	
WATERPROOFER.....	\$ 12.13	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

SPECIFICATIONS FOR THE CLEANING OF THE COMMERCIAL HEATING, VENTILATING AND AIR CONDITIONING SYSTEM LOCATED IN TXDPS FACILITIES

1.1 Qualifications

(A) Supervisor Qualifications: The project supervisor must be certified by a nationally recognized program or organization for a period no less than three years, and shall be responsible for the total work herein specified.

(B) Experience: The HVAC system cleaning contractor shall submit to TXDPS, records indicating a minimum of five years experience in HVAC cleaning or maintenance. Bids shall only be considered from firms which are regularly engaged in HVAC system maintenance with an emphasis on HVAC system cleaning and decontamination.

(C) Equipment, Materials and Labor: The HVAC system cleaning contractor shall possess and furnish all necessary equipment, materials and labor to adequately perform the specified services.

1. The contractor shall assure that its employees have received safety equipment training, medical surveillance programs, individual health protection measures, and manufacturer's product and material safety data sheets (MSDS) as required for the work by the U.S. Occupational Safety and Health Administration, and as described by this specification.

2. The contractor shall maintain a copy of all current MSDS documentation and safety certifications at the site at all times, as well as comply with all other site documentation requirements of applicable OSHA programs and this specification

3. Contractor shall submit to the TXDPS all Material Safety Data Sheets (MSDS) for all chemical products proposed to be used in the cleaning process.

(D) Licensing: The HVAC system cleaning contractor shall provide proof of maintaining the proper license(s), if any, as required to do work in Texas. Contractor shall comply with all Federal, state and local rules, regulations, and licensing requirements.

2.1 Scope of Work

(A) Scope: This section defines the *minimum* requirements necessary to render HVAC components clean, and to verify the cleanliness through inspection and/or testing in accordance with items specified herein and applicable NADCA Standards.

The Contractor shall be responsible for the removal of visible surface contaminants and deposits from within the HVAC system in strict accordance with these specifications.

The HVAC system includes any interior surface of the facility's air distribution system for conditioned spaces and/or occupied zones. This includes the entire heating, air-conditioning and ventilation system from the points where the air enters the system to the points where the air is discharged from the system. The return air grilles, return air ducts to the air handling unit (AHU), the interior surfaces of the AHU, mixing box, coil compartment, condensate drain pans, humidifiers and dehumidifiers, supply air ducts, fans, fan housing, fan blades, air wash systems, spray eliminators, turning vanes, filters, filter housings, reheat coils, and supply diffusers are all considered part of the HVAC system. The HVAC system may also include other components such as dedicated exhaust and ventilation components and make-up air systems.

2.2 HVAC System Component Inspections and Site Preparations

(A) HVAC System Component Inspections: Prior to the commencement of any cleaning work, the HVAC system cleaning contractor shall perform a visual inspection of the HVAC system to determine appropriate methods, tools, and equipment required to satisfactorily complete this project. The cleanliness inspection should include air handling units and representative areas of the HVAC system components and ductwork. In HVAC systems that include multiple air handling units, a representative sample of the units should be inspected.

The cleanliness inspection shall be conducted without negatively impacting the indoor environment through excessive disruption of settled dust, microbial amplification or other debris. In cases where contamination is suspected, and/or in sensitive environments where even small amounts of contaminant may be of concern, environmental engineering control measures should be implemented

1. Damaged system components found during the inspection shall be documented and brought to the attention of TXDPS.

(B) Site Evaluation and Preparations: Contractor shall conduct a site evaluation, and establish a specific, coordinated plan which details how each area of the building will be protected during the various phases of the project.

(C) Inspector Qualifications: Qualified personnel should perform the HVAC cleanliness inspection to determine the need for cleaning. At minimum, such personnel should have an understanding of HVAC system design, and experience in utilizing accepted indoor environmental sampling practices, current industry HVAC cleaning procedures, and applicable industry standards.

2.3 General HVAC System Cleaning Requirements

(A) Containment: Debris removed during cleaning shall be collected and precautions must be taken to ensure that Debris is not otherwise dispersed outside the HVAC system during the cleaning process.

(B) Particulate Collection: Where the Particulate Collection Equipment is exhausting inside the building, HEPA filtration with 99.97% collection efficiency for 0.3-micron size (or greater) particles shall be used. When the Particulate Collection Equipment is exhausting outside the building, precautions shall be taken to locate the equipment down wind and away from all air intakes and other points of entry into the building.

(C) Controlling Odors: Measures shall be employed to control odors and/or mist vapors during the cleaning process.

(D) Component Cleaning: Cleaning methods shall be employed such that all HVAC system components must be Visibly Clean as defined in applicable industry standards. Upon completion, all components must be returned to those settings recorded just prior to cleaning operations.

(E) Air-Volume Control Devices: Dampers and any air-directional mechanical devices inside the HVAC system must have their position marked prior to cleaning and, upon completion, must be restored to their marked position.

(F) Service Openings: The contractor shall utilize service openings, as required for proper cleaning, at various points of the HVAC system for physical and mechanical entry, and inspection.

1. Contractor shall utilize the existing service openings already installed in the HVAC system where possible.
2. Other openings shall be created where needed and they must be created so they can be sealed in accordance with industry codes and standards.
3. Closures must not significantly hinder, restrict, or alter the airflow within the system.
4. Closures must be properly insulated to prevent heat loss/gain or condensation on surfaces within the system.
5. Openings must not compromise the structural integrity of the

system.

6. Construction techniques used in the creation of openings should conform to requirements of applicable building and fire codes, and applicable NFPA, and accepted industry standards.

7. Cutting service openings into flexible duct is not permitted. Flexible duct shall be disconnected at the ends as needed for proper cleaning and inspection.

8. Rigid fiber glass duct systems shall be resealed in accordance with trade recommended practices. Only closure techniques that comply with UL Standard 181 or UL Standard 181a are suitable for fiber glass duct system closures.

9. All service openings capable of being re-opened for future inspection or remediation shall be clearly marked and shall have their location reported to TXDPS in project report documents.

(G) Ceiling sections (tile): The contractor may remove and reinstall ceiling sections to gain access to HVAC systems during the cleaning process.

(H) Air distribution devices (registers, grilles & diffusers): The contractor shall clean all air distribution devices.

(I) Air handling units, terminal units (VAV, Dual duct boxes, etc.), blowers and exhaust fans: The contractor shall insure that supply, return, and exhaust fans and blowers are thoroughly cleaned. Areas to be cleaned include blowers, fan housings, plenums (except ceiling supply and return plenums), scrolls, blades, or vanes, shafts, baffles, dampers and drive assemblies. All visible surface contamination deposits shall be removed in accordance with current industry standards. Contractor shall:

1. Clean all air handling units (AHU) internal surfaces, components and condensate collectors and drains.
2. Assure that a suitable operative drainage system is in place prior to beginning wash down procedures.
3. Clean all coils and related components, including evaporator fins.

(J) Duct Systems. Contractor shall:

1. Create service openings in the system as necessary in order to accommodate cleaning of otherwise inaccessible areas.
2. Mechanically clean all duct systems to remove all visible contaminants, such that the systems are capable of passing Cleaning Verification Tests (see NADCA Standards).

2.4 Health and Safety

(A) Safety Standards: Cleaning contractors shall comply with applicable federal, state, and local requirements for protecting the safety of the contractor's employees, building occupants, and the environment. In particular, all applicable standards of the Occupational Safety and Health Administration (OSHA) shall be followed when working in accordance with this specification.

(B) Occupant Safety: No processes or materials shall be employed in such a manner that they will introduce additional hazards into occupied spaces.

(C) Disposal of Debris: All Debris removed from the HVAC System shall be disposed of in accordance with applicable federal, state and local requirements.

2.5 Mechanical Cleaning Methodology

(A) Source Removal Cleaning Methods: The HVAC system shall be cleaned using Source Removal mechanical cleaning methods designed to extract contaminants from within the HVAC system and safely remove contaminants from the facility. It is the contractor's responsibility to select Source Removal methods that will render the HVAC system Visibly Clean and capable of passing cleaning verification and other specified tests, in accordance with all general requirements. No cleaning method, or combination of methods, shall be used which could potentially damage components of the HVAC system or negatively alter the integrity of the system.

1. All methods used shall incorporate the use of vacuum collection devices that are operated continuously during cleaning. A vacuum device shall be connected to the downstream end of the section being cleaned through a predetermined opening. The vacuum collection device must be of sufficient power to render all areas being cleaned under negative pressure, such that containment of debris and the protection of the indoor environment are assured.

2. All vacuum devices exhausting air inside the building shall be equipped with HEPA filters (minimum efficiency), including hand-held vacuums and wet-vacuums.

3. All vacuum devices exhausting air outside the facility shall be equipped with Particulate Collection including adequate filtration to contain Debris removed from the HVAC system. Such devices shall exhaust in a manner that will not allow contaminants to re-enter the facility. Release of debris outdoors must not violate any outdoor environmental standards, codes or regulations.

4. All methods require mechanical agitation devices to dislodge debris adhered to interior HVAC system surfaces, such that debris may be safely conveyed to vacuum collection devices. Acceptable methods

will include those, which will not potentially damage the integrity of the ductwork, nor damage porous surface materials such as liners inside the ductwork or system components.

(B) Methods of Cleaning Fibrous Glass Insulated Components

1. Fibrous glass thermal or acoustical insulation elements present in any equipment or ductwork shall be thoroughly cleaned with HEPA vacuuming equipment, while the HVAC system is under constant negative pressure, and not permitted to get wet in accordance with applicable NADCA and NAIMA standards and recommendations.
2. Cleaning methods used shall not cause damage to fibrous glass components and will render the system capable of passing Cleaning Verification Tests (see NADCA Standards).

(C) Damaged Fibrous Glass Material

1. Evidence of damage: If there is any evidence of damage, deterioration, delaminating, friable material, mold or fungus growth, or moisture such that fibrous glass materials cannot be restored by cleaning or resurfacing with an acceptable insulation repair coating, they shall be identified for replacement.
2. Replacement: When requested or specified, Contractor must be capable of remediating exposed damaged insulation in air handlers and/or ductwork requiring replacement.
3. Replacement material: In the event fiber glass materials must be replaced, all materials shall conform to applicable industry codes and standards (including those of UL).

Replacement of damaged insulation is **not** covered by this specification.

(D) Cleaning of coils

1. Any cleaning method may be used which will render the Coil Visibly Clean and capable of passing Coil Cleaning Verification. Coil drain pans shall be subject to Non-Porous Surfaces Cleaning Verification. The drain for the condensate drain pan shall be operational. Cleaning methods shall not cause any appreciable damage to, displacement of, inhibit heat transfer, or erosion of the coil surface or fins, and shall conform to coil manufacturer recommendations when available. Coils shall be thoroughly rinsed with clean water to remove any latent residues.

(E) Antimicrobial Agents and Coatings

1. Antimicrobial agents shall only be applied if active fungal growth is reasonably suspected, or where unacceptable levels of fungal contamination have been verified through testing.
2. Application of any antimicrobial agents used to control the growth of fungal or bacteriological contaminants shall be performed after the removal of surface deposits and debris.
3. When used, antimicrobial treatments and coatings shall be applied in strict accordance with the manufacturer's written recommendations and EPA registration listing.
4. Antimicrobial coatings shall be applied according to the manufacturer's written instructions. Coatings shall be sprayed directly onto interior ductwork surfaces, rather than "fogged" downstream onto surfaces.

2.6 Cleanliness Verification

(A) General: Verification of HVAC System cleanliness will be determined after mechanical cleaning and before the application of any treatment or introduction of any treatment-related substance to the HVAC system, including biocidal agents and coatings.

(B) Visual Inspection: The HVAC system shall be inspected visually to ensure that no visible contaminants are present.

1. If no contaminants are evident through visual inspection, the HVAC system shall be considered clean; however, the TXDPS reserves the right to further verify system cleanliness through Surface Comparison Testing or vacuum testing accepted in industry standards.
2. If visible contaminants are evident through visual inspection, those portions of the system where contaminants are visible shall be re-cleaned and subjected to re-inspection for cleanliness.

(C) Verification of Coil Cleaning

1. Cleaning must restore the coil pressure drop to within 10 percent of the pressure drop measured when the coil was first installed. If the original pressure drop is not known, the coil will be considered clean only if the coil is free of foreign matter and chemical residue, based on a thorough visual inspection.

2.7 Post-project Report

At the conclusion of the project, the Contractor shall provide a report to TXDPS indicating the following:

1. Success of the cleaning project, as verified through visual inspection and/or gravimetric analysis.
2. Areas of the system found to be damaged and/or in need of repair.
3. Photo-documentation showing before/after pictures. Locations of the areas photographed shall be included in the as-builts.
4. As-builts detailing any alterations to the duct system (e.g., locations of access panels).