

COMPTROLLER OF PUBLIC ACCOUNTS



TEXAS PROCUREMENT AND SUPPORT SERVICES DIVISION

REQUEST FOR PROPOSALS

Chemical Lab Equipment and Supplies

RFP No. 175 A-4

NIGP CLASS ITEMS

175-ALL	938-81
208-82	490-90

Posting Date: Friday November 6, 2009

Proposal Due Date and Time (Central Time in Austin, Texas):

Monday November 30, 2009 at 4:00 p.m.

****NOTE**** This RFP is composed of two parts: (1) Part A, Special Instructions, and (2) Part B, General Instructions and Contract Terms and Conditions. In the event an instruction or term in Part A conflicts with an instruction or term in Part B, the instruction or term in Part A prevails.

The Definitions in Part B, Section B.1.2 apply to Part A.

PART A: SPECIAL INSTRUCTIONS

A.1	DESCRIPTION AND SPECIFICATIONS	2
A.1.1	DESCRIPTION OF COMMODITY REQUIRED	2
A.1.2	PRICING STRUCTURE.....	2
A.1.3	TERM OF THE CONTRACT	3
A.1.4	SPECIFICATIONS REQUIREMENTS.....	4
A.1.5	SHIPPING INFORMATION.....	4
A.1.6	REPORTING REQUIREMENTS	5
A.1.7	QUANTITIES	5
A.2	FINANCIAL MATTERS	5
A.2.1	PURCHASE ORDERS	5
A.2.2	PRICE ADJUSTMENTS	6
A.2.3	WARRANTY REQUIREMENTS.....	6
A.2.4	ONLINE ORDERING	6
A.2.5	ADDING NEW PRODUCTS TO THE CONTRACT AFTER AWARD	7
A.3	PROPOSAL REQUIREMENTS	7
A.3.1	DUE DATE FOR PROPOSALS	7
A.3.2	CALENDAR OF EVENTS.....	7
A.3.3	POINT OF CONTACT.....	7
A.3.4	ATTACHMENTS INCLUDED WITH THIS RFP	8
A.3.5.	HUB SUBCONTRACING PLAN.....	8
A.3.6	EVALUATION AND AWARD OF CONTRACT	8
A.3.7	ORGANIZATION OF THE PROPOSAL.....	9
A.	Attachment A, Execution of Proposal.....	10
B.	Mandatory Price Sheet – Attachment D	10
C.	Assumptions and Exceptions.....	10
D.	Respondent Information Form – Attachment C	10
E.	The Conflict of Interest Disclosure	10
F.	HUB Subcontracting Plan – Attachment B	11
G.	Financial Responsibility/Stability	11
A.3.8.	SUBMITTING THE PROPOSAL TO THE CPA.....	11

A.1 DESCRIPTION AND SPECIFICATIONS

A.1.1 Description of Commodity Required

The Texas Procurement and Support Services (TPASS), a division of the Comptroller of Public Accounts (CPA) is seeking to award a contract for Proprietary Laboratory Equipment, Accessories and Supplies for DNA Analysis.

A.1.2 Pricing Structure

The CPA has implemented the TxSmartBuy online ordering system to permit Customers to order from the Contract. To cover the costs of the system, the Respondent will be charged a 1.5% administrative fee on all sales under the Contract, whether or not the sales are made through the online ordering system. The Respondent is encouraged to consider this fee when developing pricing for their proposal.

In reviewing the Respondent's pricing, discounts and proposal, CPA will conclude that Respondent's response as submitted has factored in the 1.5% administrative fee.

CPA will not allow Respondent to adjust pricing to address the TxSmartBuy ordering system once the Response has been submitted.

Proposed prices/discounts offered to the State may be considered the respondent's most favored customer pricing; however, CPA reserves the right to negotiate pricing. In the event a vendor offers or provides a decrease in price or increase in discount to its customers for the same commodities or services, under the same terms and conditions, provided for the State of Texas pursuant to its contract, the contractor shall provide the same decrease in price or increase in discount for the State of Texas. It is recommended that the contractor provide said price decrease or discount increase voluntarily.

Respondents should review Section A.2.2 for Price Adjustments as related to each pricing structure referenced.

Discount-From-List: Proposed pricing must remain firm for 90 days from that Notice of Award of the contract and may be increased thereafter during any active term based upon changes in an approved manufacturer's price list. **IMPORTANT: Price lists should be included with the response file and must be received prior to award; otherwise, an award may be made only at a firm fixed price for the duration of the contract and all renewal terms.**

Clarification of Manufacturer's Price List/Catalog:

- This type of contract provides for discounts from a current manufacturer's or producer's type price list/catalog **OR** a percentage add-on to a manufacturer's distributor or producer's type price list/catalog. The list provided must be the latest in effect between the "date mailed" as shown on the solicitation and the response due date. Manufacturer's price list means a price list published in some form by the manufacturer of a product and available to and recognized by the trade. A price list especially prepared for a given solicitation is not acceptable. The CPA reserves the right, in its sole discretion, to determine the acceptability of a price list.
- Dated manufacturer's distributor or producer's type price list/catalog or industry accepted documentation showing the current pricing and the initial pricing structure must be included in the solicitation file. Accepted documentation could include mill notification letters, invoices, and copies of general announcements from the manufacturer showing the transaction prices dated prior to the bid opening or response due date. These announcements must apply to all government customers or customers of a similar volume and not apply only to the solicitation for the state of Texas.

NOTE: If a respondent fails to submit a manufacturer's price list/catalog or submits a price list/catalog which fails to meet the requirements of the solicitation, the solicitation may still be considered. Written notification will be sent by CPA requesting the price list/catalog. If the respondent fails to submit or cannot provide the requested documentation and an award is made, the contractor **shall not** be entitled to any price increases during the term of the contract and all renewal periods. This written request must be submitted within five (5) days.

A.1.3 Term of the Contract

The Contract shall commence upon the issuance of a Notice of Award by the CPA and shall automatically expire on December 31, 2010 with options for renewal for four (4) one-year periods. At the sole option of the CPA, the Contract may be extended as needed, not to exceed a total of six (6) months.

Renewal Periods:

1st renewal - January 1, 2011 – December 31, 2011

2nd renewal - January 1, 2012 – December 31, 2012

3rd renewal - January 1, 2013 – December 31, 2013

4th renewal - January 1, 2014 – December 31, 2014

A.1.4 Specifications Requirements

All core items are being advertised under Texas Government Code Chapter 2155.067. CPA/TPASS believes the requested items are proprietary to one manufacturer and/or to the specifications as manufactured or supplied by Applied Biosystems. Only proposals conforming exactly to these specifications will be considered in determining an award. CPA/TPASS strongly encourages responses from all qualified vendors who may be able to provide the specified items.

“Conforming exactly to these specifications” includes bidding only the brand name(s), make and product number specified in this RFP.

Condition of Products: Proposed products shall be new, unused, of current production, and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the solicitation.

A.1.5 Shipping Information

All shipping shall be F.O.B. destination. Prices must include all shipping and handling fees unless stated otherwise.

Identification of Shipments: In addition to the complete destination address, each delivery must be clearly marked with the purchase order number. Each shipment must be accompanied by a packing slip.

Packaging and Labeling: All items shipped must be properly labeled, with weather resistant labeling, showing the brand name, package quantity, lot number (if applicable) and any other necessary identifying information.

Hours for Delivery: Delivery shall be made during the hours of 8:00 am to 4:00 pm (CT) Monday through Friday, except on regularly observed State or Federal holidays, unless prior approval for after-hours delivery has been obtained from the Customer. Respondent is encouraged to obtain ordering entities hours of operation at time of order.

Delivery Schedule: Respondent's shall furnish, in the space indicated on the **Attachment D, Mandatory Price Sheet**, a delivery schedule for each line item as to time required for delivery after receipt of order (ARO) under normal conditions.

Delivery Days means calendar days, unless otherwise specified. CPA, at its sole option, may choose to negotiate delivery times.

Providing products or materials which do not meet all specification requirements does not constitute delivery. Delivery does not occur until the Respondent delivers products or materials in full compliance with the specifications to Customer's F.O.B. destination, unless delivery is specifically

accepted, in whole or in part, by the customer. Customer reserves the right to require new delivery or a refund in the event that materials or products not meeting specifications are discovered after payment has been made.

If delay is foreseen, contractor shall give written notice to the customer and must keep customer advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes the customer to purchase goods and services of this RFP elsewhere and charge any increased costs for the goods and services, including the cost of re-soliciting, to the contractor.

Restocking Fee:

The customer may request that a contractor accept return of merchandise already delivered or that a contractor cancel an order prior to delivery. If the return of delivered merchandise is required through no fault of the contractor, the contractor may request a reasonable restocking charge. The customer may pay a restocking charge if the CPA determines that the charge is justifiable. As a guideline, restocking charges of **15% plus freight** of the original cost of the materials are generally considered reasonable. Charges exceeding this guideline may require additional justification.

A.1.6 Reporting Requirements

Sales reports shall be provided in accordance with Part B.4.9 of the General Instructions and Terms and Conditions of the RFP and on the form to be prescribed by the CPA.

The sales report template can be found at the CPA's TxSmartBuy website page/Information for Vendors/TxSmartBuy Contractors:

http://www.window.state.tx.us/txsmartbuy/vendor_info.html

A.1.7 Quantities

CPA does not guarantee a specific volume to be purchased throughout the term of the Contract. No minimum compensation to the Respondent is guaranteed. Quantities indicated for each item in the **Attachment D, Mandatory Price Sheet** are estimates only and are based upon previous usage for a one-year period. These shall not be construed as a minimum or a maximum quantity that Customers may order.

A.2 FINANCIAL MATTERS

A.2.1 Purchase Orders

Only purchase orders issued through the approved CPA purchasing system, TxSmartBuy, are eligible for Contract pricing. Respondents are encouraged to review the "Information for Vendors" along with all other information available at the TxSmartBuy link through the TPASS web page at:

<http://www.window.state.tx.us/txsmartbuy/>

Purchase orders dated during the term of the contract must be honored even if **received** after the contract expiration date. Vendors may not specify a "final order" receipt date. Pricing is established by the date the purchase order is placed unless otherwise stated in the contract.

A.2.2 Price Adjustments

Price increase or discount change requests will only be allowed annually. Such requests must be submitted to CPA, TPASS Contract Management Office (CMO) in writing with a signed cover letter detailing the changes at least thirty (30) days prior to each renewal period. Respondent must also provide supporting documentation as justification for the request.

The CMO will accept or reject increases within fifteen (15) calendar days after receipt of a properly submitted request. If a properly submitted increase is rejected, the contractor may request cancellation of such items from the contract by giving the CMO written notice. Cancellation will not go into effect for fifteen (15) calendar days after receipt of the written request. Prices must be honored on orders dated up to the official date of CPA approval and/or cancellation.

The CPA reserves the right to accept, reject, or negotiate the proposed price changes.

Discount from List

Requests for price increases must be documented with a new and dated manufacturer's price and/or cost list which is the same as originally submitted. The maximum allowable increase will be determined by the following formula:

Original Proposed Price X New **Mfg.** Price ÷ Original Mfg. Price = **Max.** Allowable Contract Price

Upon receipt of such request, the CPA reserves the right to either: accept the escalation as competitive with the general market price at the time, effective 30 calendar days from receipt of an acceptable request; or negotiate with the Respondent.

A.2.3 Warranty Requirements

Manufacturer's standard warranty applies, and shall be specified on **Attachment D, Mandatory Price Sheet**, for each line.

A.2.4 Online Ordering

The CPA has implemented the TxSmartBuy online ordering system to permit Customers to order from the Contract. Orders will be submitted to the contractor by e-mail. Only one e-mail address can be used for the orders and this information is to be provided on Attachment C, Respondent Information.

You can find more information about TxSmartBuy at the following link:

<http://www.window.state.tx.us/txsmartbuy/>

Online ordering will also require the ability to identify and track the commodities/services purchased. Currently, the CPA uses the National Institute of Governmental Purchasing, Inc. (NIGP) Commodity/Services Codes. Respondent shall include a statement with its completed **Attachment D, Mandatory Price Sheet**, stating its ability to identify and include NIGP Codes and/or United Nations Standard Products and Services Codes (UNSPSC) with the commodities/services it offers to the CPA. In addition, the Respondent may offer an alternative to NIGP/UNSPSC Codes and explain how the alternative meets the needs of the state.

A.2.5 Adding New Products to the Contract after Award

Following the contract award, additional products of the same general category that could have been encompassed in the award of this contract, and that are not already on the contract, may be added. A formal written request will be sent to successful Respondents to quote on the proposed additional products. Respondent(s) shall submit proposals to the CPA as instructed. All prices are subject to negotiation with the Best and Final Offer (“BAFO”). CPA may accept or reject any or all proposals, and may issue a separate RFP or IFB for the products after rejecting some or all of the bids. The products covered under this provision shall conform to the specifications as outlined in the request.

A.3 PROPOSAL REQUIREMENTS

A.3.1 Due Date for Proposals

Respondents shall submit Proposals to the CPA in time for the CPA to accurately time stamp the Proposals with a date and time no later than Monday November 30, 2009 at 4:00 p.m. Central Time.

A.3.2 Calendar of Events

The solicitation process for this RFP will proceed according to the schedule below. The CPA reserves the right to revise this schedule by published Addendum.

Event	Date
ESBD Posting Date	November 6, 2009
Deadline for Submitting Questions	November 12, 2009
Official Response to Questions Posted on the ESBD	November 18, 2009 (or as soon thereafter as practical)
Proposal Due Date and Time	November 30, 2009 at 4:00 p.m.
Expected Award of Contract	December 18, 2009

Any Amendment to this procurement solicitation will be posted as an addendum on the Electronic State Business Daily. It is the responsibility of interested parties to periodically check the ESBD for updates to the procurement prior to submitting a bid. The Respondent’s failure to periodically check the Electronic State Business Daily (ESBD) will in no way release the selected vendor from “addenda or additional information” resulting in additional costs to meet the requirements of the RFP.

A.3.3 Point of Contact

Respondents shall direct all inquiries and communications concerning this RFP to the Point of Contact listed below:

CPA Purchaser:

Katherine (Kit) von Wupperfeld, CTPM, CTCM

Phone: 512.463.1605

Email: kit.vonwupperfeld@cpa.state.tx.us

Respondents shall make no contact with other CPA personnel regarding this RFP, except as permitted by the Point of Contact.

Failure to comply with these requirements may result in disqualification of the Respondent's Proposal.

A.3.4 Attachments Included with this RFP

This RFP also includes the following Attachments.

Attachments	
A	Execution of Proposal and Assurances (with Certification)
B	HUB Subcontracting Plan
C	Respondent Information Form
D	Mandatory Price Sheet

A.3.5. HUB Subcontracting Plan – Reference Part B; Section B.2.5

Probable subcontracting opportunities:

962-86	Transportation of Goods and Other Freight Services
175 - ALL	Chemical Laboratory Equipment and Supplies

This list should not be considered a mandatory or an exhaustive list. Other areas of subcontracting may be more appropriate given the Respondent's business structure and internal resources. Please see the attached HUB Subcontracting Plan for further instructions which require vendors to identify the specific areas intended for subcontracting.

The CPA has instructional videos online to assist vendors with completing the HSP. The videos may be viewed at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>.

A.3.6 Evaluation and Award of Contract

The CPA reserves the right to award contract(s) without any negotiations and reserves the right to not make awards.

The Respondent is strongly encouraged to provide its best price in its Proposal because the CPA makes absolutely no guarantee that there will be any opportunity to negotiate or provide alternative pricing at any point during the RFP process.

Comptroller shall award a Contract(s) to the Respondent(s) whose proposal is considered to be the best value to the state, as defined in §2155.074, Gov't Code.

Each member evaluating proposals shall execute a confidentiality agreement for this RFP.

Proposals will be evaluated by CPA employees and by other non-CPA employees who may be invited to assist as evaluators.

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

- (1) Price of the item, to include total cost of ownership, such as installation costs, life cycle costs, and warranty provisions.
- (2) Compliance with the stated specification(s), coupled with the quality and reliability of the goods and services, such as fitness for use that meets or exceeds customers expectations, and the characteristics of the product or service that bear on its ability to meet the stated/implied needs.

- (3) Delivery timeframe from receipt of purchase order (ARO).
- (4) Indicators of probable performance under the contract to include: past vendor performance, financial resources and ability to perform, experience or demonstrated capability and responsibility, references, and the vendor's ability to provide reliable maintenance agreements and support.
- (5) Other relevant factors, such as the vendor's anticipated economic impact to the state or a subdivision of the state, including potential tax revenue and employment, the effect of a purchase on agency productivity, and the cost of any employee training associated with the purchase.

CPA reserves the right to conduct studies and other investigations as necessary to evaluate any proposal. CPA reserves the right to waive any minor or immaterial response requirements noted in the submission process. Submission of proposals confers no legal rights upon any Respondent. The CPA will determine whether negotiations or Best and Final Offers are necessary and may invite selected respondents to provide oral presentations of their proposals. Pursuant to Government Code §2155.087, the Chief Clerk of the CPA, in a public meeting, may consider award recommendations for contracts related to this solicitation.

As CPA is awarding Contract(s) to Respondent(s) pursuant to Competitive Sealed Proposals as authorized by Government Code §2156.121, CPA may evaluate Respondent's Proposals on a variety of factors in addition to price. As such, CPA is **not authorized** to conduct bid / proposal openings or bid/proposal tabulations prior to award of Contract(s). Respondent(s) should be aware that such information cannot and will not be provided prior to award of Contract(s).

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

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

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

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

CPA may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108), CPA may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of CPA, and any negative findings, as determined by CPA, may result in non-award to the Respondent.

A.3.7 ORGANIZATION OF THE PROPOSAL

The Proposal shall include all information required in this RFP and shall be in the format described herein. The Respondent is solely responsible for thoroughly understanding the RFP and its attachments, exhibits, and forms. Any questions concerning this RFP should be directed to the Point of Contact by the Deadline for Submitting Questions identified in Part A. The Respondent is cautioned to

pay particular attention to the clarity and completeness of its Proposal. The Respondent is solely responsible for its Proposal and all documentation submitted.

The Respondent shall be as precise, accurate, and succinct as possible. The Respondent shall provide detailed descriptions of how they will fulfill each requirement. The clarity and completeness of a Proposal may be considered by the CPA evaluators.

A. Attachment A, Execution of Proposal

The Respondent shall fill in Attachment A. By submitting a proposal, Respondent agrees that prices will remain firm for 120 days after the Proposal Due Date

If any material in the Proposal is marked as proprietary information, include a second sheet that indicates the Proposal section(s) and page(s) so marked.

B. Mandatory Price Sheet – Attachment D

The Respondent shall completely fill in the Price Sheets and attach to this RFP.

C. Assumptions and Exceptions

The Respondent shall clearly state any assumptions it made in its Proposal. The Respondent shall also clearly identify any exceptions it takes to specific provisions of this RFP, noting the specific RFP section number. If there are no exceptions, the Respondent shall explicitly state that the Respondent takes no exception to any part of this RFP. Any exception may result in the Contract not being awarded to the Respondent.

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

The Respondent shall identify exceptions using the following format:

Section	Section Title	Exception	Proposed Language

D. Respondent Information Form – Attachment C

The Respondent shall provide a brief description of its history and accomplishments.

E. The Conflict of Interest Disclosure

The Respondent shall identify any and all relationships that might be a conflict of interest or cause an appearance of a conflict of interest. See Section **B.1.3** for a description of conflicts of interest.

Additionally under Texas Government Code Section 2252.901, agencies may not enter into employment contracts, professional services contracts under Texas Government Code, Chapter 2254, or consulting services contracts under Texas Government Code, Chapter 2254 with former or retired employees before the first anniversary of the last date on which the individual was employed by the agency if appropriated funds are used to make payments under the contract.

Under Section 2155.003 of the Texas Government Code, a CPA 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 vendors who interact with public purchasers in the conduct of state business. Entities who are interested in seeking business opportunities with the State must be mindful of these restrictions when interacting with public purchasers of CPA or purchasers of other state agencies.

F. HUB Subcontracting Plan – Attachment B

Probable subcontracting opportunities have been identified in Section A.3.5. The Respondent shall fill out the HUB Subcontracting Form and submit it with the Proposal in order for the Proposal to be considered responsive.

G. Financial Responsibility/Stability

The Respondent may be required to provide evidence of financial responsibility and stability for performance of the requirements/services for which a proposal is submitted. In addition, the Respondent must disclose the source of any outside financial resources that will be utilized by the Respondent to enable it to perform any contract awarded pursuant to the RFP. If requested by CPA, Respondent must provide copies of documents to show the financial capability to demonstrate financial solvency, and to verify the capacity to fulfill the requirements of this RFP. The documents may include but are not limited to the Respondent's most recent audited financial statement. CPA reserves the right to require any additional information necessary to determine the financial integrity and responsibility of a Respondent and to reject a response on the grounds of the Respondent's financial soundness.

A.3.8. Submitting the Proposal to the CPA

The Proposal shall be entitled "Proposal Submitted for RFP 175 A-4" and shall clearly state the Proposal Due Date and Time identified in the Calendar of Events, above.

By Electronic Submission:

To submit your proposal response electronically, simply address them to

TPASS.ebids@cpa.state.tx.us Put the solicitation number and description in the subject line of your email response transmission. You are solely responsible for ensuring that your complete electronic bid is sent to, and actually received by, CPA in a timely manner and at the proper destination server.

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

Note: Please be aware that your Internet Service Provider may limit file sizes on your outgoing emails, so try to avoid graphics, pictures, letterheads, etc., which consume a lot of space. These typically include *.tif/*.tiff, *.gif, & *.bmp file extensions, but may include others, as well. CPA's firewall virus protection runs at all times, so during times of new active virus alerts, incoming traffic may be delayed while virus software scans emails with attachments. **CPA takes no responsibility for electronic bids that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any CPA anti-virus or other security software.**

By Hard Copy Submission:

In lieu of electronic submission, CPA currently still accepts hard copy proposal. The Respondent must submit one (1) original signed paper copy and one (1) copy of its Proposal.

In addition, the Respondent shall submit two (2) CDs, each containing a complete copy of Respondent's Proposal in Portable Document Format (PDF), **Attachment D, Mandatory Price Sheet** in the original Excel spreadsheet, and if required in the RFP, the catalog pricing in an Excel spreadsheet or Access database. A complete copy of the Proposal includes all documents required by this RFP. The two (2) identical CDs should be titled: "Complete copy of [Name of Respondent]'s proposal. Comptroller's RFP No. 175 A-4."

If supplemental materials are included with the Proposal, each CD must include such supplemental materials. The Proposal and accompanying documentation are the property of the CPA and will not be returned. CPA will no longer provide "delivery or hand stamp" receipt of bids/proposals, or proof of delivery of bid/proposals which are delivered by hand or courier. No proof of delivery shall be necessary, as the outside box will be checked daily at 3:00 pm.

The Proposal may be sent to the TPASS Bid Services at the following addresses:

By U.S. Mail:

Attn: TPASS Bid Services
Texas Comptroller of Public Accounts
P.O. Box 13186
Austin, TX 78711-3186

By Hand Delivery to (8:00 am - 5:00 pm):

Attn: TPASS Bid Services
Drop Box – located next to outside door
Central Services Building
1711 San Jacinto Blvd.
Austin, TX 78701

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

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