



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

BID OPENING ▶ 08-26-2009 @ 2:00 pm

REQUISITION NO. ▶ 405-BC9-144

FAILURE TO SIGN WILL DISQUALIFY BID

AGENCY TO INVOICE

TEXAS DEPARTMENT OF PUBLIC SAFETY
ACCOUNTING & BUDGET CONTROL
P. O. BOX 4087
AUSTIN, TEXAS 78773

DESTINATION OF GOODS IF DIFFERENT THAN ABOVE

TEXAS DEPARTMENT OF PUBLIC SAFETY
820 CR 240
FLORENCE, TEXAS 76527

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
Accounting & Budget Control
P. O. Box 4087, Austin, TX 78773

OR HAND DELIVER TO/OR OVERNIGHT/ EXPRESS MAIL:

Accounting & Budget Control
Building "A" Second Floor
5805 North Lamar Blvd. Austin, TX 78752

FAX NUMBER FOR BIDS & ADDENDUMS ONLY:

512-424-2546

Call 512-424-7347 for FAX confirmation (M – F, 8 am – 5 pm)

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).

VENDOR NAME, ADDRESS, PHONE NUMBER AND EMAIL:

Company Name

Company Address

City, State, and Zip Code

Printed Name of Representative

Company Phone Number Including Area Code

Facsimile Number Including Area Code

Email Address

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: ☐

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



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

BID OPENING ▶ 08-06-09 @ 2:00 pm

REQUISITION NO. ▶ 405-BC9-137

VENDOR
VENDOR ID (VENDOR NAME)

ITEM NO	CLASS: 926 ITEM: 84/85	DESCRIPTION	QUANTITY	UNIT	MAKE/MODEL	UNIT PRICE	EXTENSION
		Soil remediation and sampling of burn site in Florence, Texas					
		<u>REMEDIATION AND DISPOSAL</u>					
		Waste Characterization and Profile	1	Lot			
		Mobilization	1	Lot			
		Installation of temporary fencing	1	Lot			
		Excavation, Loading, Transportation and Disposal of debris and soil (assume 80 CY)	1	CY*			
		Removal of burned automotive battery for recycling	1	Lot			
		Backfill using on-site soil (assume 80 CY)	1	CY*			
		Backfill using imported soil (assume 80 CY)	1	CY*			
		*Cubic yards (CY) will be measured in each truck or roll off box					
		<u>RELEASE DETERMINATION</u>					
		Project Manager (assume 8 hrs.)	1	Hour			
		Professional Geologist (assume 16 hrs.)	1	Hour			
		Technician (assume 16 hrs.)	1	Hour			
		Drill Rig, Mobilization	1	Lot			
		Drill Rig (assume 1 day)	1	Day			
		Temporary Well Installation	1	Each			
		<u>Analytical</u>					
		SVOC (assume 6)	1	Each			
		RCRA 8 Metals (assume 6)	1	Each			
		Sampling supplies and equipment	1	Lot			
		Reporting	1	Lot			



INVITATION FOR BIDS
Texas Department of Public Safety
Continuation Page(s)

ITEM NO.	CLASS: 926 ITEM: 84/85	DESCRIPTION AND SPECIFICATIONS	QUANTITY	UNIT	UNIT PRICE	EXTENSION
		<u>NOTE TO RESPONDENT</u> When responding to this solicitation you must respond with all information/documents pertaining to the award of the product and/or services to include: any exceptions to TXDPS's Terms and Conditions, Statements of Work and/or any agreements. After the response/closing date no additional document submissions will be allowed. <u>Any information/documents/exceptions received after the response/closing date will not be considered.</u> <u>Fingerprint-Based Criminal History Background Check</u> Contractor must have its project personnel submit to a TXDPS fingerprint-based criminal history background investigation, if required by TXDPS. To facilitate this criminal history background investigation, each person will be required to complete as soon as possible: a) the completed TXDPS Vendor Background Information form (HQ-22), which will be provided by TXDPS for all proposed personnel; and b) acceptable fingerprints for all proposed personnel. Contractor must not allow personnel to work on the project that have not submitted to and successfully completed a TXDPS fingerprint-based criminal history background investigation. TXDPS has the right to prevent the Contractor's personnel from gaining access to the TXDPS building(s) or communicating with the TXDPS personnel if TXDPS determines that such personnel do not pass the background check or fail to otherwise maintain a security clearance It is the vendor's responsibility to check the ESBD for any additional documents that have been added after the initial posting date.				

The Texas Department of Public Safety requests bids for the remediation of a burn-site located in Florence, Texas. Responsibilities will include the removal and disposal of debris and soil, post-remediation confirmation sampling, and site investigation and reporting (evaluation of shallow groundwater beneath the burn site) in order to complete an exit from the Texas Risk Reduction Program (TRRP). All work must be completed in accordance with guidelines and requirements set forth by the Texas Commission on Environmental Quality (TCEQ).

An environmental evaluation of the Burn Site is included as an attachment to this Request for Bid. The key findings presented in the environmental evaluation are:

- Elevated concentrations of arsenic (12.1 mg/kg) and lead (913 mg/kg) were found in the Burn Site debris and surface soil.
- The Burn Site debris and soil are Non-Hazardous Waste.
- There is one burned automotive battery that requires separate handling as a Universal Waste.

The Scope of Work includes the following:

1. Submit evidence of insurance in accordance with TDPS Terms and Conditions.
2. Submit evidence that the Contractor or Contractor's subcontractor is authorized and permitted to transport waste from the Burn Site.
3. Submit documentation that Contractors employees and subcontractors have received training in accordance with 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response. Contractor is responsible for the Health and Safety of his employees and subcontractors.
4. Complete waste characterization and profiling for disposal of the soil and debris, and the automotive battery. The Contractor is encouraged to use the analytical report contained in the environmental evaluation. The Contractor will submit waste profiles, and other documents requiring Generator signature to TXDPS for review, approval and signature prior to submittal.
5. Mobilize personnel and equipment to the Burn Site. Excavate soil and debris from an area approximately 35' X 25' (to an estimated depth of 12" to 18") and place in lined roll-off boxes, or on a lined stockpile location". All excavated soils should be covered with tarps. Place the burned automotive battery in a container acceptable to the recycling facility. A TXDPS representative will be present to sign manifests, and bills of lading. All Burn Site debris and soil should be transported to the TXDPS-approved facilities as soon as possible.
6. Once excavation is complete, contractor will install a temporary fence around the excavation area (using 5' metal t-posts, and 4' high-visibility plastic fence material) and begin soil confirmation sampling.
7. Conduct confirmation sampling (***see below***)
8. Remove temporary fencing. Complete additional soil removal if needed as described above, and backfill the excavation using on-site soils available at a nearby TDPS construction project (within 0.5 mile of the Burn Site) or using imported Select Fill. Compact backfill using construction equipment, and demobilize operations.
9. Provide all documentation related to transportation and disposal of the Burn Site debris and soil.

Confirmation Sampling

Confirmation sampling should include collection of five soil samples from the excavation area and analysis for the parameters detected during the Burn Site Evaluation: Semi-volatile Organic Compounds (SVOC, EPA 8270), and Total RCRA 8 metals. Additional excavation and confirmation sampling should be completed as needed to remove all soil with contaminant levels in excess of the Texas Commission on Environmental Quality (TCEQ) Tier 1 Residential Protective Contaminant Levels (PCLs).

A licensed Texas Water Well Driller shall install one sample point using a drill rig. Soil should be continuously sampled and field screened during drilling. A calibrated organic vapor meter (OVM) should be used to field screen soil. OVM (ppmv) readings should be recorded on the drilling log. Calibration method for the OVM must be documented. A continuous boring log and Water Well Driller's Report must be prepared for the well and included with the deliverable. The boring must be advanced to groundwater or bedrock, up to a maximum depth of 25 feet below ground surface.

One soil sample will be collected at the soil/groundwater interface, or at terminal depth. The sample should be placed in properly labeled containers provided by the analytical laboratory, and stored on ice for transport to the laboratory under Chain of Custody. The soil sample must be analyzed for the parameter listed above.

If groundwater is encountered, the boring should be converted to a temporary monitor well to allow collection of a groundwater sample. Following well recovery, a groundwater sample should be collected using a peristaltic pump. Samples should be placed in properly labeled containers provided by the analytical laboratory, and stored on ice for transport to the laboratory under Chain of Custody. Groundwater must be analyzed for the parameters detected during the Burn Site Evaluation: Semi-volatile Organic Compounds (SVOC, EPA 8270), and Total RCRA 8 metals. The Chain of Custody will direct the laboratory to perform and report the requested analyses in accordance with Texas Risk Reduction Program (TRRP) requirements. The boring and temporary monitor well will be properly plugged following collection of samples.

The Contractor will evaluate the results and contact TXDPS regarding any additional work to be completed (additional soil removal if needed and backfill). If additional soil removal is needed, additional confirmation soil sampling should be completed.

If no groundwater contamination is found, and the confirmation sampling shows all contaminant concentrations are less than the TRRP Tier 1 Residential Protective Concentration Levels (PCLs), the Burn Site will meet the conditions to allow an exit from TRRP and closure. If groundwater contamination is found, additional work will be required under TRRP. The contractor will prepare and submit a Release Determination Report documenting the results obtained.

**Table 1. Summary of Chemicals of Concern Detected
Burn Site, TDPS Emergency Operations Course
Florence, Texas**

Chemical of Concern	Total	Action Level	TCLP	Regulatory Level
	(mg/kg)	(mg/kg)		
Arsenic	12.1	5.9	0.0381	5.0
Barium	365	440	0.498	100
Cadmium	1.35	1.5	< 0.0100	1.0
Chromium	15.6	2400	< 0.00700	5.0
Lead	913	15	0.0983	5.0
Mercury	0.00803	0.04	0.000042	0.2
1,1'-Biphenyl	0.054	250		
2-Methylnaphthalene	0.0084	17		
Acetophenone	0.013	8.2		
Benz(a)anthracene	0.0048	5.7		
Benzaldehyde	0.031	11		
Bis(2-ethylhexyl)phthalate	0.0084	43		
Chrysene	0.0041	560		
Dibenzofuran	0.043	33		
Fluoranthene	0.004	1900		
Naphthalene	0.082	31		
Phenanthrene	0.017	420		
Phenol	0.0066	19		
Pyrene	0.0027	1100		

Notes:

See ALS Laboratory Group Report, May 19, 2009, Work Order 0905093.

Action Level is the greater of the Chemical of Concern's Texas Specific Background Concentration (for metals) and the TRRP Tier 1 Residential Protective Concentration Level (PCL, source area < 0.5 acres).

Regulatory Level is the Toxicity Leaching Procedure (TCLP) concentration established under RCRA (40 CFR 271) for defining characteristically hazardous waste.

The burn site has arsenic and lead concentrations greater than the TRRP Action Levels, and the burn site soil and debris are non-hazardous.

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

NOTE: ALL INTERESTED BIDDERS MUST ATTEND A MANDATORY PRE-BID MEETING AUGUST 20, 2009 AT 10:00AM AT THE DPS FLORENCE TRAINING SITE LOCATED AT 820 CR 240; FLORENCE , TEXAS 76527. FAILURE TO ATTEND THE MANDATORY PRE-BID MEETING WILL RESULT IN THE DISQUALIFICATION OF BIDDERS BID RESPONSE.

WORK LOCATION AUSTIN:

TEXAS DEPARTMENT OF PUBLIC SAFETY
820 CR 240
FLORENCE, TEXAS 76527

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: PHILIP JOHNSON
PHONE: (512) 424-5277

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.

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: TX20080098 07/24/2009 TX98.

Date: July 24, 2009

General Decision Number: TX20080098 07/24/2009

Superseded General Decision Number: TX20070100

State: Texas

Construction Type: Building

Counties: Caldwell, Hays and Williamson Counties 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 and Highway General Wage Determination for Paving and Utilities Incidental to Building Construction).

Modification Number	Publication Date
0	02/08/2008
1	10/10/2008
2	12/05/2008
3	07/24/2009

* ELEC0520-002 06/01/2009

	Rates	Fringes
ELECTRICIAN (Including Sound, Communication, Signalling and Alarm Installation).....	\$ 25.68	6.62

IRON0482-003 06/01/2007

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

PLUM0286-002 06/01/2007

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

PLUM0286-003 06/01/2007

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

SHEE0067-002 04/01/2007

	Rates	Fringes
SHEETMETAL WORKER (Including		

HVAC Duct Work).....\$ 23.70 9.74

* SUTX1995-002 03/10/1995

	Rates	Fringes
BRICKLAYER.....	\$ 14.46	
CARPENTER (Including Acoustical Installation and Excluding Drywall Hanging).....	\$ 10.85	
CEMENT MASON/CONCRETE FINISHER...	\$ 9.32	
DRYWALL HANGER.....	\$ 11.04	
GLAZIER.....	\$ 10.79	2.04
Laborers:		
Brick Tender.....	\$ 8.00	
Common.....	\$ 7.25	
PAINTER: Brush Only (Including Drywall Finishing)....	\$ 9.00	
Power equipment operators:		
Front End Loader.....	\$ 9.60	
SPRINKLER FITTER.....	\$ 13.50	

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

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

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 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.
- 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 and the ordering agency. Bidder must keep the DPS and ordering agency 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 §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:

10.04. 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.

10.05. 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.

10.06. 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: _____

10.07. 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.

10.08. 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>

10.09. 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.

10.10. Bidder represents and warrants that payment to the bidder and the bidder's receipt of appropriated or other funds under any contract resulting from this IFB are not prohibited by §556.005 or §556.008, Gov't Code, relating to the prohibition of using state funds for lobbying activities.

10.11. 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 37 TAC Rule 1.231.

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.

21. TEXAS PUBLIC SAFETY COMMISSION STATEMENT:

The following Texas Department of Public Safety ("Department") contracts and commitments must be submitted to the Texas Public Safety Commission or the Commission's designee ("Commission") for review prior to execution, pursuant to Sections 411.003 and 411.004 of the Texas Government Code:

- 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, as long as the dollar amount of the change order(s) is \$100,000 or more.
- 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 the following is performed at contractor's sole risk if the contract or commitment is required to be submitted to the Commission according to the policy listed in the sentence immediately above:

- 1) The Department's submission of such contract or commitment to the Commission; and
- 2) The Department's compliance with any Commission directive regarding such contract or commitment, prior to the Department's execution of the contract or commitment.

22. NEWS RELEASES, ADVERTISEMENTS AND PUBLICITY:

Bidder must not make any news releases, public announcements, or public disclosures, nor will it have any conversations with representatives of the news media, pertaining to this contract, without the express, prior written approval of TXDPS, and then only in accordance with explicit written instructions from TXDPS. Bidder must not use the name of the State of Texas or TXDPS in an advertisement, promotion or otherwise for any purpose regarding this contract without the express prior written consent of TXDPS. TXDPS is not authorized to provide endorsements.