

**DEPARTMENT OF PUBLIC SAFETY OF THE STATE OF TEXAS
SOLICITATION**

CONTRACT NO.	SOLICITATION NO.	TYPE OF SOLICITATION	DATE ISSUED
	405-21R0004387	INVITATION FOR BIDS	12/1/2020

INVITATION FOR BIDS (IFB) - Yfiler™ Plus PCR Amplification Kit

<p>Bidder must submit sealed responses no later than 3:00 P.M. local time on 12/15/2020 to the following address team3@dps.texas.gov</p> <p>Department of Public Safety (DPS) Procurement and Contract Services Attention: 405-21R0004387</p>	<p>FOR INFORMATION CONTACT:</p> <p>Gracie Perez, CTPM CTCM Contract Administrator PHONE: (512) 424-5628 EMAIL: gracie.perez@dps.texas.gov</p>
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RESPONSE (Bidder must fully complete)

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

CERTIFICATION, DISQUALIFICATION, and REMEDIES

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

Failure to sign will disqualify response. DPS may pursue and enforce any available remedies against the Bidder for making false statements, including disqualifying the Bidder's response, immediately cancelling any Contract awarded to Vendor, or recommending State of Texas debarment.

TERM, PRICING, and FUNDING

The initial contract term is effective on the effective date stated in the notice of award (or purchase order if there is no notice of award) and 12 months from that effective date. Additionally, this Contract has no renewal periods available.

If necessary at the end of the last optional renewal period, DPS may also extend the Contract as described in the terms and conditions section entitled "Option to Extend Services."

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

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SECTION A—DEFINITIONS

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

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

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

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

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

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

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

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

“Days” means calendar days unless otherwise specified.

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

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

“Parties” means Contractor and DPS.

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

SECTION B—SERVICES AND PRICES

B.1 PRICING REQUIREMENTS

B.1.1 Pricing Instructions

- A. DPS seeks and Contractor will provide the commodities or services described in Section C, Specifications on a no minimum, as needed, as requested basis. Pricing is firm fixed price for the Yfiler™ Plus PCR Amplification Kit requested and authorized by DPS as provided under this Contract. Bidder must price the response on this basis.
- B. Contractor must deliver and provide the Yfiler™ Plus PCR Amplification Kit in compliance with all requirements of this Contract with such payment to be processed by DPS after DPS's receipt, testing and acceptance of the Yfiler™ Plus PCR Amplification Kit.
- C. Bidder must submit a response that include all costs, fees, licenses, and expenses for Contractor's delivery of the Yfiler™ Plus PCR Amplification Kit and performance under this Contract and will represent Contractor's sole compensation under this Contract. No minimum compensation is guaranteed under this Contract. No payments may be approved or made prior to DPS's acceptance as provided in this Contract.
- D. DPS 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 DPS and to reject any and all items bid at the sole discretion of DPS. DPS also reserves the right to accept or reject all or any part of any response, waive minor technicalities and award the response to best serve the interests of DPS.
- E. Catalogs, brand names, or manufacturer's references are descriptive only, and indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Tex. Gov't Code § 2155.067. If a Bidder believes it can satisfy these specifications, it should bid its goods or services and explain how the specifications will be adequately met.
- F. If bidding on specifications other than those stated within this solicitation, bid should show manufacturer, brand, or trade name, and other description of product offered. If other than brand(s) specified is offered, specifications, illustrations, and complete descriptions of product offered must be included with bid. Failure to take exception to specifications or reference data will require Bidder to furnish specified brand names, model numbers, etc.
- G. Unless otherwise specified, all items bid must be new and unused and of current production.
- H. All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.
- I. Consistent and continued tie bidding may cause rejection of bids by DPS and investigation for anti-trust violations.

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

- A. Bidder must provide evidence of its financial resources and its ability to provide the commodities or perform the services for which Bidder is submitting a response. This includes information Bidder believes is pertinent to demonstrate its financial capability, financial solvency, and capacity to fulfill the requirements of this solicitation.
- B. At a minimum, Bidder must submit a copy of at least one rating from organizations such as Dun & Bradstreet (D&B) Business Information Report or Fitch Ratings. The report must include the Bidder's Viability Score and the Portfolio Comparison Score or similar ratings. Failure to submit copies of the required financial ratings will result in disqualification.
- C. Bidder must provide information and any other financial information reasonably requested by DPS consistent with the services provided by Bidder or otherwise required by the then applicable DPS policies for similar contracts.
- D. If the contract is awarded to Bidder, Contractor must also submit to the Contract Administrator its financial rating information within 120 days after the end of Contractor's fiscal year.
- E. DPS reserves the right to investigate and determine the financial integrity and responsibility of a Bidder and to reject a response on the grounds of Bidder's lack of financial soundness, or if DPS reasonably concludes, after reviewing the information submitted by Bidder as well as all other relevant information obtained by DPS, that significant issues exist that could jeopardize Bidder's full and timely performance. DPS also reserves this same right throughout the life of the Contract, including before executing any optional renewal amendment with Contractor.

B.2 INVOICE REQUIREMENTS

Invoices are Contractor's billing for goods or services rendered. DPS will pay Contractor on the basis of itemized invoices submitted to and approved by DPS. The invoices must show the actual deliverables provided and the attendant charge. Itemized invoices must clearly identify the project phase or title, deliverables delivered, the number of hours that each allocated employee worked if applicable, and the date range of work performance for this associated charge.

A. Contractor's invoice must include the following:

- 1. this Contract number;
- 2. remittance address; and
- 3. any prompt payment discount offered.

B. Contractor must send an email with the invoice copy to apinvoices@dps.texas.gov and to the Contract Monitor.

An original, hard-copy invoice, if required by Contractor, will be submitted to the office designated below:

**DPS Accounts Payable
P.O. Box 4087
Austin, Texas 78773**

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

B.3 PAYMENTS

- A. DPS recommends that Contractor receive payments by electronic funds transfer (EFT), also known as direct deposit. If Contractor elects to be set up for direct deposit payment, Contractor must submit a completed Direct Deposit Authorization Form (Exhibit G.5).
- B. Regardless as to whether Direct Deposit is chosen, Bidder must submit a completed Texas Application for Payee Identification Number (Exhibit G.4) and Substitute W-9 Form (Exhibit G.6) to the following address:

**DPS—Accounts Payable
P.O. Box 4087
Austin, Texas 78773
apinvoices@dps.texas.gov**

Reference: Contractor Set-up for Solicitation 405-21R0004387

Notes: Contact Gracie Perez when completed 512-424-5628 or
gracie.perez@dps.texas.gov

- C. If Contractor has previously submitted a completed Contractor Direct Deposit Authorization and Substitute W-9 Form to DPS for another separate contract, another form is not required to be submitted.

B.3.1 Billing and Payment

- A. DPS will not make any payments of any amount to Contractor until an accurate invoice is received that complies with Section B.2 above. DPS will notify Contractor if invoice is deemed to be inaccurate within 20 days of receipt.
- B. Tex. Gov't Code Chapter 2251 (the Prompt Payment Act) will govern payment and accrual of interest on any overdue payments.
- C. If DPS, for any reason, including lack of supporting documentation, disputes any items in any invoices submitted by Contractor, DPS will place a hold on the disputed items and may pay the remaining amount of the invoice. DPS will timely notify Contractor of the dispute and request clarification or remedial action.
- D. If the dispute is resolved in Contractor's favor, DPS will pay the remaining portion of the original invoice in accordance with the Prompt Payment Act. If the dispute is resolved in DPS's favor, Contractor must resubmit an invoice reflecting all corrections.

B.3.2 Payment Adjustment

- A. DPS may elect to deduct from Contractor payment as specified in this section or any amount specified in or any money determined to be due as specified in this Contract.
- B. If it is determined that the remaining amount of Contractor payment is not adequate to cover the money determined to be due to DPS, then all remaining Contractor payments will be withheld and an invoice issued to Contractor for the remaining amount due.
- C. Contractor must pay the invoiced amount within 30 days of receipt unless Contractor and DPS mutually agree on an alternative payment method.

B.3.3 Late Payment

Any amount owed to Contractor more than one day beyond the date such amount is due as described in this section will accrue interest each day that such amount is not paid at the rate specified by Tex. Gov't Code § 2251.025, provided; however, that this provision will not excuse failure by DPS to make payment in strict accordance with this Contract.

B.3.4 Deductions for Unacceptable Compliance

If Contractor fails to comply with the terms of the Contract, DPS may withhold Contractor's payment. If non-compliance results in DPS purchasing goods or services from another entity to remedy the non-compliance, DPS will deduct those costs from Contractor's payment.

B.3.5 Withholding of Payment

- A. DPS will have the right to withhold Contractor's payment until the failures described below have been corrected.
 - 1. Failure to submit reports or other documentation required in Section D—Contract Compliance Reports and Data required from Contractor;
 - 2. Failure to comply with background check or security requirements;
 - 3. Failure to respond to audit reports; and
 - 4. Failure to correct identified areas of non-compliance to the satisfaction of DPS within ten days upon receipt of written notification.
- B. DPS will not pay interest to Contractor for monies so withheld.
- C. Contractor's withheld payment will be released upon DPS's satisfaction that compliance has been achieved for 30 consecutive days.
- D. In the event that money is due to DPS for Contractor's failure to provide adequate maintenance or replacement of the property as required in this Contract, the amount required for DPS to correct deficiencies and replace property will be withheld from the final payment.
- E. With the exception of disputed issues, such withholding of final payment by DPS will not exceed 120 days from date of this Contract's termination.

B.3.6 Debts and Delinquencies

DPS is prohibited from issuing any payment to a person or entity that has been reported as having an indebtedness or delinquency to the State of Texas. Contractor agrees and understands that, to the extent Contractor owes any debt or delinquent taxes to the State of Texas, DPS will apply any payments or other amounts Contractor is otherwise owed under this Contract toward the debt or delinquent taxes until the debt or delinquent taxes are paid in full. Contractor must comply with all applicable laws regarding satisfaction of debts or delinquencies to the State of Texas.

B.3.7 Right to Offset

In the event DPS determines that Contractor owes money to DPS under any contract or purchase order, DPS, upon providing Contractor with written notice of its intent to offset, will have the right to withhold monies due to Contractor with respect to this Contract or with respect to any other contract or purchase order with DPS and apply such monies to the money due to DPS.

B.4 MANDATORY PRICING SCHEDULE

Contract Term Pricing

The Bidder must submit its bid price within the Pricing Table located below, replicating, as necessary, in its exact format.

Bid price must be submitted on the Mandatory Pricing Schedule. Bidders will price per unit shown. Unit prices will govern in the event of extension errors. If a price quotation is submitted as part of Bid, the quotation must be referenced in the response and signed by Bidder to establish formal linkage to the Bid.

Prices bid are firm throughout the term of the Contract. "Discount from List" bid pricing is not acceptable unless requested. Cash discounts are not considered in determining an award. Cash discounts offered will be taken if earned.

Item No.	Description	QTY	UOM	MSRP Price	Unit Price	Extension
1	Yfiler™ Plus PCR Amplification Kit (date of award through 12 months)	3	Kits	\$	\$	\$
3	Shipping fees (if applies)	1	EA	\$	\$	\$

SECTION C - SPECIFICATIONS

C.1 INTRODUCTION

The Texas Department of Public Safety (DPS) solicits bids to award contract for Yfiler™ Plus PCR Amplification Kit for DPS Crime Laboratories.

C.2 SPECIFICATIONS AND STATEMENT OF WORK

Product: Yfiler Plus PCR Amplification Kit (500 reaction) (Item#4482730) Equal or Preferred Brand
Specifications:

- a. 6-Dye STR Multiplex of 27 Y-STR Loci
- b. Kit Components (500 reactions):
 - Yfiler Plus Master Mix, 4 tubes, 0.5 mL/tube
 - DNA Control 007, 2 tubes, 0.05 mL
 - Yfiler Plus Primer Set, 2 tubes, 0.25 mL/tube
 - Yfiler Plus Allelic Ladder, 2 tubes, 0.025 mL/tube

Expiration Date: Must be a minimum of twelve (12) months from shipping date

C.3 DELIVERY

Must be shipped in a container that maintains the Manufacturer's recommended storage temperature. Must be shipped to arrive on location between 8:00 am and 5:00 pm, Monday through Friday. No shipment to arrive on weekends or Texas State Holidays.

C.4 DPS PERSONNEL

C.4.1. DPS's Contract Administrator

- A. The Contract Administrator for administration of this Contract is Gracie Perez
- B. The telephone number for the Contract Administrator is 512-424-5628
- C. The email address is gracie.perez@dps.texas.gov

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

C.4.2 DPS's Contract Monitor

- A. The Contract Monitor for this Contract is Sue Yanthukij.
- B. The telephone number for the Contract Monitor is 512-424-5678.
- C. The email address is Suevilai.yanthukij@dps.texas.gov.

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

The Contract Monitor does not have the authority to alter Contractor's obligations or to amend this Contract in any way.

If DPS and Contractor agree to amend this Contract, DPS will issue a written amendment signed by the Director or his Deputy Directors.

C.5 INSURANCE REQUIRED UNDER THIS CONTRACT

In its response, Bidder must provide a statement of its intent to obtain and maintain for the term of the Contract (and any renewal periods or additional extensions) the minimum insurance coverage specified. Bidder should also describe other insurance coverage maintained by Bidder in the ordinary course of business and provide proof of same in its response. Proof of insurance and bond coverage may be provided in the form of current certificates of insurance. DPS and the State of Texas do not accept "self-insurance" coverage.

The awarded Contractor is required, within five business days of Notice of Award, to provide DPS with current certificates of insurance or other proof acceptable to DPS. Failure to submit acceptable proof of insurance within such time period may result in DPS's revocation of the award. Contractor must maintain the required insurance during the initial term and any optional renewal period exercised. Contractor is responsible for ensuring its subcontractors' compliance with all insurance requirements.

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
<i>Workers' Compensation</i>	Statutory Limits for the State of Texas or for any state Contractor's employee resides in
<i>Employer's Liability</i> Bodily Injury by Accident Bodily Injury by Disease Bodily Injury by Disease	\$1,000,000 Each Accident \$1,000,000 Each Employee \$1,000,000 Policy Limit
<i>Commercial General Liability</i> (occurrence based)	Bodily Injury and Property Damage \$1,000,000 Each Occurrence Limit \$2,000,000 Aggregate Limit \$2,000,000 Products/Completed Operations Aggregate Limit \$1,000,000 Personal Injury and Advertising Liability \$50,000 Damage to Premises Rented \$5,000 Medical Payments
<i>Automobile Liability</i> All Owned, Hired and Non-Owned Vehicles	\$1,000,000 Combined Single Limit (for each accident)
<i>Umbrella/Excess Liability</i>	\$1,000,000 Per Occurrence
<i>Commercial Crime</i>	\$50,000 Each Occurrence

All required insurance coverage must be issued from a company or companies with a Financial Strength Rating of "A" or better from A.M. Best Company, Inc.

All insurance policies for required coverage must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to DPS. All required insurance contracts must: (1) be written on a primary and non-contributory basis with any other insurance coverages Bidder currently has in place; and (2) include a Waiver of Subrogation Clause.

All certificates of insurance for required coverage other than workers compensation and professional liability must name the Department of Public Safety of the State of Texas and its board, officers, employees, and agents as additional insureds.

Contractor must:

- A. provide all required written documentation under this section to the Contract Administrator;
- B. ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor's performance under this Contract;
- C. ensure (and represents by executing a Contract) that all required policies contain endorsements prohibiting cancellation except upon at least 30 days' advanced written notice to DPS. The certificates of insurance must be addressed to the Department of Public Safety of the State of Texas as the certificate holder.
- D. deliver all copies of changes to insurance coverage (including extensions, renewals, cancellations, and revisions) at least ten calendar days prior to any expiration of a required policy. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.
- E. ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include the Contractor's obligations under the Contract.
- F. obtain and maintain insurance policies that provide coverage for Contractor's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under this Contract.

SECTION D—CONTRACT COMPLIANCE REPORTS AND DATA

Contractor must submit the reports and all additional Contractor documentation requirements in this section during the course of this Contract. These deliverables may be revised or additional ones may be required at DPS's sole discretion.

FREQUENCY	DUE DATE	REPORT ITEM	AUTHORITY	DPS PERSONNEL TO RECEIVE REPORT
Monthly	Fifth business day to Contract Administrator	HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report	IFB, Exhibit G.7	Contract Administrator and HUB Coordinator
Other	Prior to Execution of Contract and upon renewal or replacement	Insurance Requirements	IFB, Section C.6	Contract Administrator
State Frequency	State Due Date	Invoicing – Specific to the Contract	IFB Section B.2	APInvoices@dps.texas.gov with a copy to Contract Monitor

SECTION E—INSTRUCTIONS, CONDITIONS, AND NOTICES TO BIDDERS

E.1 RESPONSE PREPARATION INSTRUCTIONS

Purpose of Instructions

- A. These instructions are designed to assure the submission of information essential to the understanding and the comprehensive evaluation of Bidder's response.
- B. Responses must be prepared in accordance with these instructions providing all required information in the format specified.
- C. Failure of a response to show compliance with these instructions and submit all documentation may be grounds for disqualification of the response from further consideration unless stated otherwise within this solicitation.

Submission of responses

- A. Responses will be typed or printed using a sans serif 12-point font (such as Arial or Calibri) on standard letter paper (8-1/2" x 11") (except for graphic information being requested). Bidder's response must be paginated, contain a full table of contents, and have component sections clearly identified by bookmarks (electronic).
- B. Responses must be received by DPS no later than the deadline established and submitted to via email:

Department of Public Safety
Procurement and Contract Services
Attention: Gracie Perez, CTPM CTCM
Email: team3@dps.texas.gov
Solicitation No. 405-21R0004387

- C. Responses will demonstrate that Bidder's operations conform to applicable DPS, state, and federal policies and standards.
- D. Bidder must submit only material directly pertinent to the requirements of this solicitation. Extraneous narrative, elaborate brochures, uninformative public relations material, including Bidder's policies, procedures, and post orders for which no deviation to DPS Policy is being requested, and other similar documents will not be submitted.

E.2 AMENDMENTS TO THE SOLICITATION

- A. If this solicitation is amended all terms and conditions which are not modified remain unchanged.
- B. Bidders must acknowledge receipt of all amendment(s) to this solicitation by signing and returning the amendment(s), identifying the amendment number and date in the space provided for this purpose on the form for submitting a response or by letter.

- C. Bidder must submit the acknowledgement to DPS by the time specified for receipt of responses.
- D. Failure to acknowledge amendment(s) by Bidder may subject its response to rejection.

E.3 LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF RESPONSES

- A. Responses will be time stamped at the office designated in the solicitation on or before the date and time specified in this solicitation.
- B. Any response received at the designated location after the specified date and time will not be considered.
- C. Responses cannot be altered, amended or modified by email, fax or otherwise after closing date and time.
- D. Alterations made before closing time will be initialed by Bidder or its authorized representative.
- E. No responses can be withdrawn after closing date and time without approval by DPS. Should a Bidder, after closing time, request its response be withdrawn, the request must be made in writing.
- F. DPS is not responsible for submissions delivered to DPS after the date and time stated on the first page of this solicitation. This includes delays associated with courier delivery services. It is the Bidder's responsibility to ensure that it submits, and that DPS receives, its complete response timely. DPS recommends that Bidder submit their complete response well in advance of the due date and time stated on the first page of this solicitation.
- G. DPS takes no responsibility for electronic responses that are captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any DPS anti-virus or other security software.

E.4 SIGNATURES ON RESPONSE SUBMITTED

- A. Responses from a partnership will be signed in the firm name by at least one general partner or in the firm name by an attorney-in-fact.
- B. Responses signed by an attorney-in-fact, will include a Power of Attorney evidencing the authority to sign response, dated and executed by all partners in the firm.
- C. Responses from a corporation will have the correct legal corporate name and the signature of an authorized officer of the corporation.
- D. The title of office held by the person signing for the corporation will appear below the signature of the officer.
- E. Responses from an individual doing business under a firm or fictitious name will be signed in the same name of the individual doing business under the proper firm name.

- F. Joint venture responses will be signed by all members or by a member of the joint venture if there is attached to the response a copy of the joint venture agreement evidencing that the response is signed by the member with authority to bind the joint venture.

E.5 RESPONSE ACCEPTANCE PERIOD

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

E.6 CONTRACT AWARD

- A. DPS may award one Contract resulting from this solicitation to the responsible Bidder, whose response, is lowest price meeting specifications.
- B. A purchase order mailed or otherwise furnished to successful Bidder(s) within the time for acceptance specified in the response will result in a binding contract without further action by either party.

E.7 DPS'S RIGHTS

- A. DPS reserves the right to waive, change, add or delete any terms or conditions of this solicitation.
- B. DPS may:
 - 1. reject any or all responses if such action is in the public interest;
 - 2. accept other than the lowest priced response; and
 - 3. waive minor informalities and minor irregularities in responses received.
- C. Waiver of deviations in any response will not constitute a modification of this solicitation and will not preclude DPS from asserting all rights against the Bidder for failure to fully comply with all terms and conditions of this solicitation. Copyrighted responses are unacceptable and are subject to disqualification as non-responsive. DPS reserves the right to make any corrections or include additional requirements in the resulting contract prior to issuance which are necessary for DPS's compliance, as an agency of the State of Texas, with all state and federal requirements. DPS reserves the right to disqualify any response which asserts any copyright on any DPS-created form which is specifically designated by this solicitation to be a form that will be completed and included in a response submitted in response to this solicitation.
- D. DPS reserves the right to reject any one response or all responses or portions of responses submitted in response to this solicitation.
- E. The submission of a response has the effect of waiving proprietary rights or confidentiality.
- F. All responses and any content provided by the Bidder are considered the property of DPS for use for the life of any resulting contract as determined by DPS with respect to the scope of the project.

- G. DPS is not liable for any costs or damages that may be incurred by Bidders or prospective contractors in the preparation, formulation, or presentation of a response.
- H. In case of ambiguity or lack of clarity, DPS may adopt such interpretations as may be advantageous to DPS.
- I. DPS reserves the right to withdraw this solicitation at any time for any reason.
- J. DPS reserves the right to award no contract and to solicit additional responses at a later time.
- K. DPS incurs no obligation regarding this solicitation unless and until a contract is fully executed by the parties. However, all responses received by DPS will remain confidential until the evaluation process is complete.
- L. DPS will not hold a public bid opening event.

E.8 RESPONSE SUBMISSION INSTRUCTIONS

E.8.1 Volume One – Contract Forms and Required Response Information

This section will contain the following completed contract sections (on original forms) with original signatures, where applicable:

- A. Solicitation, Page 1 (with amendment(s) noted on this page or signed amendment(s) attached to this form);
- B. Information and Certifications Form;
- C. Financial Rating and Solvency Information;
- D. The name and address of Bidder's insurance carrier(s), along with a statement of liability from the carrier(s) issuing the policies saying that such policies are available to Bidder. For the purpose of responding to this solicitation, Bidder will not be required to purchase insurance, but must show the ability to provide such insurance as specified in the section entitled "Insurance Requirements," if Bidder's response is selected.
- E. A Redacted Solicitation and Contract response if applicable;
- F. Exhibit G.5, Direct Deposit Authorization Form, completed if choosing direct deposit as a possible payment option;
- G. Exhibit G.6, Request for Taxpayer Identification Number and Certifications (W-9);
- H. Exhibit G.4, Application for Texas Identification Number;
- I. Documentation from the appropriate state entity that indicates that Bidder is properly certified to conduct business in the State of Texas (e.g., The Certificate of Existence from the Texas Secretary of State and the Certificate of Account Status from the Comptroller of Public Accounts);

E.8.2 Volume Two – Information Section

- A. Cover Page: List name and address of Bidder, date of response, solicitation identifier, and signature of authorized official.
- B. Information Sheet: Including all information required of Bidder and any subcontractors.
 - 1. Name and address (including telephone number) of Bidder and all subcontractors.
 - 2. Business form of Bidder and its subcontractors (e.g., corporation, partnership).
 - 3. Date and state of incorporation.
 - 4. Names and addresses of principal officers, directors, or partners.
- C. Organizational, biographical, and Financial Rating and solvency information for the Bidder and all third-party / subcontractors proposed to fulfill service requirements.
- D. The Bidder must specifically address, within its response, the following requests for information as detailed throughout this solicitation. DPS has endeavored to include a complete listing of such submittal requests; however, in the event DPS omitted a requirement, Bidder is responsible for ensuring that all such information is included within its response.
 - 1. B.1.2 Financial Ratings and Solvency Information
 - 2. B.4 Pricing Schedule
 - 3. Business Continuity and Disaster Recovery Plan as noted under the Standard Terms and Conditions in the section entitled, “Business Continuity and Disaster Recovery Plan”
 - 4. C.6 Insurance

All required submittals under Section E.8.1, Contract Forms and Required response Information and this section E.8.2, Information Section.

- E. Business Continuity and Disaster Recovery Plan. Bidder must submit, with its response, descriptions of its business continuity and disaster recovery plan and processes. If DPS awards a Contract under this solicitation, Contractor must submit, within ten days from Contract award, its plans regarding how Bidder will protect DPS’s vital state records throughout the life of the Contract and for any record retention period required beyond the life of the Contract. The plans must include specific actions Contractor will take to meet DPS’s essential function recovery times and the related artifacts for the methodologies, tests, and exercises used to validate its business continuity and disaster recovery plan. DPS may reasonably require Contractor to amend its business continuity and disaster recovery plan (based on DPS’s dependence or necessity on the particular good or service).
- F. **Exceptions. No exceptions should be included in response.** Bids received that take any exceptions to this solicitation will be disqualified and deemed non-responsive to the solicitation and DPS will remove the bid from further consideration.

E.8.3 Volume Three – Cost and Pricing Response

Bidder must provide updated pricing schedules in the exact format noted in Section B.4 of this solicitation.

E.4 DISCUSSION AND CORRESPONDENCE

- A. All communications and questions concerning this solicitation, including any of a technical nature, will be made in writing only to:

Gracie Perez, CTPM CTCM, Contract Administrator
DPS Procurement and Contract Services
Email: gracie.perez@dps.texas.gov

- B. Written responses to the questions will then be provided to all parties requesting copies of this solicitation through DPS's Procurement and Contract Services.
- C. Bidder should rely only on the written information provided in this manner. Bidder is specifically cautioned against relying on any oral information.
- D. All Bidders are specifically barred from making contact with any DPS personnel involved in this solicitation for the purpose of discussing its responses.
- E. Bidder may; however, seek clarifications of the solicitation through the written process described above.
- F. Bidder is reminded that 12/7/2020 at 5:00 P.M. Central Time is the last day to submit written questions for clarification by DPS.
- G. Unauthorized contacts with DPS personnel by any Bidder may result in Bidder's response being rejected in its entirety.

E.5 SUBMISSIONS SUBJECT TO THE TEXAS PUBLIC INFORMATION ACT

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

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

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

If Bidder's response contains any information which Bidder claims is confidential and not subject to release under the PIA, Bidder must prepare and email its response containing the following information.

- A. A complete copy of all of Bidder's submissions under this solicitation. Bidder must mark this copy's documents with "Complete Response Documents, [Bidder's Name], DPS SOLICITATION [405-21R0004387]. CONTAINS CONFIDENTIAL INFORMATION."
- B. A complete copy of all of Bidder's submissions with all information claimed as confidential excised, blacked out, or otherwise redacted. This copy must also contain an Appendix, which contains clear references to all redacted information including a general description of the redacted information. Respondent must mark this copy's documents with "For Public Release: Redacted Version of [Bidder's Name], DPS SOLICITATION NUMBER 405-21R0004387."

E.6 AGENCY POSTING OF CONTRACTS

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

Without prior written notice to Bidder, the redacted response may be posted on DPS's website as part of this Contract per Tex. Gov't Code § 2261.253(a).

E.7 ANTICIPATED SCHEDULE OF EVENTS

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

DATE	TIME	DESCRIPTION OF EVENTS
December 1, 2020		Solicitation Posted to ESDB
December 7, 2020	5:00 PM CST.	Last day to submit written questions for clarification to DPS
December 9, 2020	5:00 PM CST.	Estimated date for DPS to post Question and Answer (Q&A) document to ESDB
December 15, 2020	3:00 PM CST.	Deadline for DPS to receive responses
Date of Award		Anticipated date of Contract Award

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

SECTION F—EVALUATION CRITERIA

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

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

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

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

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

DPS may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System, DPS may examine other sources of vendor performance including, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Such sources of vendor performance may include any governmental entity, whether an agency or political subdivision of the State of Texas, another state, or the Federal government. Further, DPS may initiate such examinations of vendor performance based upon media reports. Any such investigations will be at the sole discretion of DPS, and any negative findings, as determined by DPS, may result in non-award to Bidder.

SECTION G—LIST OF EXHIBITS

- G.1 Standard Terms and Conditions
- G.2 Information and Certifications Form
- G.3 Exceptions Summary Form
- G.4 Application for Texas Identification Number
- G.5 Direct Deposit Authorization Form
- G.6 Request for Taxpayer Identification Number and Certifications (W-9)