

Texas Department of Public Safety Purchase Memorandum

EL

1. Public Safety Commission (PSC) Over \$1,000,000:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	8. IT:	<input type="checkbox"/>	9. ITD #:
2. PSC Change or Combination Over \$500,000:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	10. PPS:		
3. PSC Change or Combination Over \$100,000 & 50%:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	11. Non-IT:	<input checked="" type="checkbox"/>	12. Capitalized: <input checked="" type="checkbox"/>
4. Purchase Order Change Notice (POCN) (Complete # 6):	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	13. Project #:		
5. Renewal Request (Complete #6):	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	14. Non-Capital:	<input checked="" type="checkbox"/>	
6. Original Purchase Order Number:			15. Charge to Budget(s) #:	MUS 9011	
7. Print Contact Person Name:	Lt. Greg Bourland	Telephone Number:	(512) 936-9200	Signature: <i>[Signature]</i>	

16. Quantity	17. Unit of measure	18. Commodity code and/or description of item(s)	19. Estimated unit cost
1		<p style="text-align: center;">Purchase the following goods and/or services:</p> <p>Per the attached contract between the Texas Department of Public Safety and Signature Science LLC to provide the following, to support the Department's Unmanned Aircraft Systems Program:</p> <p>1) Permitting and Logistic Support 2) Mid-Level Maintenance</p> <div style="text-align: right; margin-top: 20px;"> <p>20. VID #: 19000414995</p> <p>21. Suggested Company Name: Signature Science</p> <p>22. Address: 8329 N. Mopac</p> <p>23. City, State, Zip: Austin, Texas 78759</p> <p>24. Telephone #: 512.533.2000</p> <p>25. Facsimile #:</p> <p>26. Attention: Adam L. Hamilton</p> <p><i>ahamilton@signaturescience.com</i></p> </div>	<p>\$ 48,056.00</p> <p>\$ 22,464.00</p>
		27. Ship To Address: Lieutenant Greg Bourland 10335 Golf Course Rd, Austin, Texas 78719	28. Freight Charge: \$ -
			\$70,520.00

(Use blank sheets for continuation)

Approvals:

30. *[Signature]* 09/08/09
Signature & Title (Budget Manager) Date

31. *[Signature]* 09 08 09
Signature & Title (Division Chief) Date

32. _____
Signature & Title Seized Funds Approval # Date

33. _____
Signature & Title (IMS) Date

34. _____
Signature (Director) Date

FOR PURCHASING ONLY		
HQD-0040		
Requisition/Purchase Order #: HQD-0027 HQD-0027		
Class: 905	Item: 110	Destination Code: 016
Fund: 0006	Account #: 573670	PCA: <input checked="" type="checkbox"/> 26160
Entered CPA:		Bid Opening Date:
Posted on ESBD:		Freight Allowed:
		Yes <input type="checkbox"/> No <input type="checkbox"/>
Grants - Budget - Sole Source - Chief - Director - Contracts - Purchaser		
Purchasing Tracking #: 422		

L. Beckworth 9/21/09

Send original to Accounting & Budget Control

ACT-3 (Rev. 12/08)



November 5, 2009

Ed Tovar
Signature Science
8329 North MoPac Expressway
Austin, Texas 78759

Dear Mr. Tovar,

I am pleased to inform you that Signature Science is hereby authorized to perform Intermediate Level Maintenance (ILM) on Wasp Unmanned Aircraft System (UAS). Under ILM Signature Science can perform the following diagnostics operations:

- Diagnostic assessment on Ground Control Station (GCS) to determine faults down to the LRU level.
- Diagnostic assessment on the Wasp air vehicle and payloads to determine faults to the air vehicle or payload level. This includes checking control surfaces operate according to manual specifications and perform minor repairs as needed.
- Diagnostic checks of WASP air vehicle and Ground Control Station batteries.

Please let me know if you have any questions or require further clarification on this issue.

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard Pedigo', is positioned above the typed name.

Richard Pedigo
AeroVironment
UAS Program Manager

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N. LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000

www.txdps.state.tx.us



STEVEN C. MCCRAW
DIRECTOR
LAMAR BECKWORTH
BRAD RABLE
DEPUTY DIRECTORS



COMMISSION
ALLAN B. POLUNSKY, CHAIR
C. TOM CLOWE, JR.
ADA BROWN
JOHN STEEN
CARIN MARCY BARTH

November 18, 2009

Comptroller of Public Accounts
Attn: Texas Procurement and Support Services (TPASS)
PO Box 13186
Austin, TX 78711

We are of the opinion that the attached request contains restrictive specifications in accordance with Texas Government Code, Title 10, Subtitle D, Section 2155.067.

Currently the Aircraft Section operates 4 WASP unmanned aerial systems (UAS) manufactured by AV *aerovironment*. AV *aerovironment* through the subsidiary of Signature Science LLC, is the only manufacturer of the WASP and is the designer and builder of the hardware and software used in the UAS application. The equipment is proprietary technology and AV *aerovironment* through Signature Science LLC, is the only party authorized to provide the hardware and software maintenance on the WASP unmanned aerial systems.

For this reason it is requested that this proprietary blanket purchase for repair and maintenance of the WASP unmanned aerial systems be approved.

A handwritten signature in black ink that reads "Steven C. McCraw".

Steven C. McCraw,
Director

Results for CMBL plus HUBs Search

Vendor ID	Contact Person	Company Name	Address (line 1)	City	State	Zip Code	Gender	Ethnicity
1752506468300	President/ Roger Sickler	AIR LAND TURBINE SERVICES INC	7425 AIRPORT FREEWAY	Fort Worth	TX	76118		
1931307561600	Dennis Hubbard, Program Manager	ERICKSON AIR- CRANE INCORPORATED	3100 WILLOW SPRINGS ROAD	Central Point	OR	97502		
1742223467800	Thorleifur Julusson	JULIES AIRCRAFT SERVICE INC DBA JAS. INC	6805 BOEING DRIVE	El Paso	TX	79925		
1830385108500	Valerie M. Williamson	LONGHORN HELICOPTERS, INC.	10 HAYES COURT	Trophy Club	TX	76262		
1202076336800	Joe Esparza/Owner	VOLAIRE JET INTERIORS, INC.	1026 W. ASHBY	San Antonio	TX	78212	M	HI

5 vendors found where class code (1) is '905', item code (1) is '16' or 'all' sorted by name. (Inactive vendors listed in italics)

Lombard, Linda

From: esbdsupport@cpa.state.tx.us
Sent: Tuesday, November 24, 2009 2:17 PM
To: Lombard, Linda
Subject: RECEIPT: ESDB POSTING(405-HQ10-0040) Unmanned Airborne Surveillance Support and Maintenance

405-HQ10-0040 - Unmanned Airborne Surveillance Support and Maintenance
Your posting can be viewed at
http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=86222

To	Subject	Sent
'ahamilton@signaturescience.com'	405-HQ10-0040 Mid-Level Maintenance, Permitting	2:26 PM
'volarie@peoplepc.com'	405-HQ10-0040 Mid-Level Maintenance, Permitting	2:26 PM
'valerie@hangar10.org'	405-HQ10-0040 Mid-Level Maintenance, Permitting	2:26 PM
'tjuliusson@jaccessna.com'	405-HQ10-0040 Mid-Level Maintenance, Permitting	2:26 PM
'dhubbard@ericksonaircrane.com'	405-HQ10-0040 Mid-Level Maintenance, Permitting	2:26 PM
'roger@airlandturbine.com'	405-HQ10-0040 Mid-Level Maintenance, Permitting	2:26 PM

*email list
11-24-09*

Electronic State Business Daily (ESBD)
Logged In as: 405/LLOMBARD

[ESBD Search](#) | [Administration](#) | [Web Application Portal](#) | [Logoff from ESBD](#)

<< Previous

To Main Administration Page

Unmanned Airborne Surveillance Support and Maintenance

Agency: DEPARTMENT OF PUBLIC SAFETY

Open Date: 12/08/09 2:0 PM

Agency Requisition Number: 405-HQ10-0040

Previous Price Paid: N/A

Bid type: 14 Days for entire bid or proposal solicitation package

GSC Classifications:

Class-Item: 905 - 16

Contact Information:

Contact Name: Linda lombard

Email: linda.lombard@txdps.state.tx.us

Address: 5805 North Lamar Blvd.

PO Box 4087

Austin, TX 78773

Phone: (512) 424-2175

Fax: (512) 424-5419

You will need to download all of the following files for complete bid specifications.

Bid Package 1 size: 173568 (in bytes) Type: Bid Specification Format: (ASCII Plain Text)

Details:

****RE-ADVERTISEMENT****

These specifications are being advertised under Texas Government Code Chapter 2155.067. Only solicitations on items conforming exactly

Uploaded Date: 2009-11-24 14:14:09.35 Updated Date: 2009-11-24 14:23:19.533

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IFB ANNOUNCEMENT RFP# 405-HQ10-0040
******* Important Notice to Bidders *******

*****RE-ADVERTISEMENT*****

This is an official notification that the Department of Public Safety is soliciting vendors for Mid-Level Maintenance, Permitting and Logistics Support.

Work and location:
See IFB

IFB Package and Specifications can be downloaded from the following Electronic State Business Daily website: http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=86222

Please use the IFB number to retrieve documents. If you are unable to download you may request a copy via e-mail, fax, or return mail. No telephone requests will be accepted.

The IFB opening date will be December 8, 2009 with all bids being due by 2:00 pm.

DPS Purchasing Contact: Linda Lombard 512-424-2175
E-mail: Linda.lombard@txdps.state.tx.us

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 any 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.



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

BID OPENING ▶ 12-08-2009 @ 2:00 pm

REQUISITION NO. ▶ 405-HQ10-0040

VENDOR
VENDOR ID # (VENDOR NAME)

ITEM NO.	CLASS & ITEM 905-16 DESCRIPTION AND SPECIFICATIONS	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	<p style="text-align: center;"><u>NOTE TO RESPONDENT</u></p> <p>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></p> <p>The issuing office believes that the requested items in this Invitation for Bid may be proprietary to one vendor under Government Code, §2155.067; however, the issuing office strongly encourages bids from all qualified respondents who may be able to provide the requested items.</p> <p>Purchase of the following services for Unmanned Airborne Surveillance Support and Maintenance:</p> <p>1. Mid-Level Maintenance:</p> <ul style="list-style-type: none"> • Diagnostic checks to hand-held controller and ground-control station • Diagnostic assessment of Electro-Optical and Infrared payloads • Diagnostic checks to ensure control surfaces operate according to manual specifications • Diagnostic checks of WASP aircraft and ground-control stations batteries • Minor surface repair to WASP aircraft <p>2. Permitting and Logistic Support</p> <ul style="list-style-type: none"> • Submit TXDPS "Florence" Certificate of Authorization (COA) for renewal to Federal Aviation Administration (FAA) • Submit letters of intent to FAA • Submit additional TXDPS COA location TBD Logistics Support • Secure Texas Gulf Coast Military Training Area • Secure Texas Border Military Training Area • AeroVironment, Inc (WASP system manufacturer), Simi Valley, CA mid-level maintenance course and WASP aircraft updates (dates TBD) <p>Detailed specifications and cost sheet attached.</p> <p>This bid solicitation may be cancelled at any time.</p>				



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

ITEM NO.	CLASS & ITEM	DESCRIPTION AND SPECIFICATIONS	QUANTITY	UNIT	UNIT PRICE	EXTENSION
		<p>NOTE: Bidder must be authorized by AeroVironment, Inc (AV) to provide Mid-Level Maintenance as defined herein.</p> <p>Failure to provide proof of authorization will result in disqualification of bid and makes vendor ineligible to make inquiries prior to award of bid.</p>				

Vendor shall perform the following services for TXDPS during the proposed one-year contract:

ITEM	SUPPORT TASK	DESCRIPTION	NOT-TO-EXCEED COST
1	1	<p>MID-LEVEL MAINTENANCE</p> <p>Diagnostic checks to hand-held controller and ground-control station.</p> <p>Diagnostic assessment of Electro-Optical and Infrared payloads.</p> <p>Diagnostic checks to ensure control surfaces operate according to manual specifications.</p> <p>Diagnostic checks of WASP aircraft & Ground Control Station batteries.</p> <p>Minor surface repair to WASP aircraft.</p>	<p>\$ _____</p>
2	2	<p>PERMITTING</p> <p>Submit TXDPS "Florence" Certificate of Authorization (COA) for renewal to Federal Aviation Administration (FAA).</p> <p>Submit Letters of Intent to FAA.</p> <p>Submit additional TXDPS COA location TBD Logistics Support.</p> <p>Secure Texas Gulf Coast Military Training Area.</p> <p>Secure Texas Border Military Training Area.</p> <p>AeroVironment, Inc. (WASP system manufacturer), Simi Valley, CA, Mid Level Maintenance Course and WASP Aircraft Updates (Dates TBD).</p>	<p>\$ _____</p>
TOTAL			<p>\$ _____</p>

The total estimated cost of the support and maintenance services is: \$ _____

ITEM 1: MID-LEVEL MAINTENANCE

- Vendor will support TXDPS in the continuing expansion and development of their UAS program to include advising on refurbishment protocols and procedures. Vendor will maintain an inventory of parts, supplies and diagnostic equipment to support both a Field-Level and a Mid-Level maintenance program that facilitates repairs to the WASP Micro-unmanned aircraft system.

Mid-Level repairs typically involve damage to the WASP resulting in repairs that cannot be made in the field during training or operational use. Specifically, Mid-level repairs include the labor associated with the following:

- Diagnostic checks to hand-held controller and ground-control station
- Diagnostic assessment of Electro-Optical and Infrared payloads
- Diagnostic checks to ensure control surfaces operate according to manual specifications
- Diagnostic checks of WASP aircraft and ground-control stations batteries
- Minor surface repair to WASP aircraft

Costs include minor surface repairs, but do not include parts replacement. Parts replacement and shipping costs will be borne by TXDPS. The Mid-Level maintenance program and facility will be established at the Vendor satellite office.

Damaged WASP's or support equipment that cannot be repaired in the field will be shipped to this facility. An account will be set up to include shipping labels and procedures to facilitate timely assessment and repair of damaged equipment.

AeroVironment (AV) Inc will conduct a repair class in which a vendor representative and a TXDPS representative will travel to the AV Inc production facility located in Simi Valley, CA to be trained on Field Mid-Level repairs, and other repairs which could require the return of the system to the production facility.

In the event that repairs cannot be made to the WASP or any part of the system at the Field-or Mid-Level phase, the equipment will be sent back to the manufacturer for assessment and repairs on a "pay as you go" program by TXDPS and will be invoiced directly for assessment and repairs made by AV Inc for this period of performance.

ITEM 2: PERMITTING AND LOGISTICS SUPPORT

- Vendor will coordinate with TXDPS and the FAA for one Certificate of Authorization (COA) renewal which must be completed by January 8, 2010 along with Letters of Intent requesting to renew the COA within the contract year. Vendor will ensure that TXDPS Aviation Section Unmanned Aircraft Systems protocols and procedures remain in compliance with the FAA rules and regulations. This is intended to further minimize regulatory expense and latency in the approval process.

Also, vendor will support the planning and coordination of TXDPS UAS training at the following locations:

- A Texas Gulf Coast Military training area
- A Texas Border Military training area
- AV Inc, Simi Valley, CA (Dates TBD)

Vendor will ensure coordination and scheduling with Range Control at the above mentioned military training areas, to include request for specific ranges, permits for gaining access to military facilities, and any required Range Safety Class attendance. Coordination will include meeting with range officials in advance of the training to ensure that access by the TXDPS teams to military installations are not impeded. Vendor will assist with any necessary coordination with other law enforcement organizations (S.W.A.T., Police Departments), Federal/State agencies (FBI, Border Patrol, National Guard) and Department of Defense (DoD-Army, Coast Guard) who desire to participate in training with TXDPS at these military training area locations.

Vendor will also provide management for the acquisition and performance of all the above-mentioned items.



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

BID OPENING > 12-08-2009 @ 2:00 pm

REQUISITION NO. > 405- HQ10-0040

FAILURE TO SIGN WILL DISQUALIFY BID:

[Handwritten Signature] 25 Nov 09
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).

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 10335 GOLF COURSE RD AUSTIN, TEXAS 78719

VENDOR NAME, ADDRESS, PHONE NUMBER AND EMAIL:

Signature Science, LLC
Company Name

8329 North MoPac Expressway
Company Address

Austin, Texas 78759
City, State, and Zip Code

Daniel Hamilton
Printed Name of Representative

(512) 533-2030
Company Phone Number Including Area Code

(512) 533-2060
Facsimile Number Including Area Code

dhamilton@signaturescience.com
Email Address

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
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)

Vendor ID # 1-90-0041499-5

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: 9000041499

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

**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 1-512-424-2548. 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

Rlta, 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.



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

BID OPENING 12-08-2009 @ 2:00 pm

REGISTRATION NO. 405-HQ10-0040

VENDOR
VENDOR ID # 1-90-0041499
(VENDOR NAME) Signature Science, LLC

ITEM NO.	CLASS & ITEM 905-16 DESCRIPTION AND SPECIFICATIONS	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	<p align="center">NOTE TO RESPONDENT</p> <p>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></p> <p>The issuing office believes that the requested items in this Invitation for Bid may be proprietary to one vendor under Government Code, §2155.067; however, the issuing office strongly encourages bids from all qualified respondents who may be able to provide the requested items. **RE-ADVERTISEMENT**</p> <p>Purchase of the following services for Unmanned Airborne Surveillance Support and Maintenance:</p>				
1.	<p>Mid-Level Maintenance:</p> <ul style="list-style-type: none"> • Diagnostic checks to hand-held controller and ground-control station • Diagnostic assessment of Electro-Optical and Infrared payloads • Diagnostic checks to ensure control surfaces operate according to manual specifications • Diagnostic checks of WASP aircraft and ground-control stations batteries • Minor surface repair to WASP aircraft 	1	1	\$22,464	\$22,464
2.	<p>Permitting and Logistic Support</p> <ul style="list-style-type: none"> • Submit TXDPS "Florence" Certificate of Authorization (COA) for renewal to Federal Aviation Administration (FAA) • Submit letters of intent to FAA • Submit additional TXDPS COA location TBD Logistics Support • Secure Texas Gulf Coast Military Training Area • Secure Texas Border Military Training Area • AeroVironment, Inc (WASP system manufacturer), Simi Valley, CA mid-level maintenance course and WASP aircraft updates (dates TBD) <p>Detailed specifications and cost sheet attached.</p> <p>This bid solicitation may be cancelled at any time.</p>	1	1	\$48,056	\$48,056



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

ITEM NO.	CLASS & ITEM	DESCRIPTION AND SPECIFICATIONS	QUANTITY	UNIT	UNIT PRICE	EXTENSION
		<p>NOTE: Bidder must be authorized by AeroVironment, Inc (AV) to provide Mid-Level Maintenance as defined herein.</p> <p>Failure to provide proof of authorization will result in disqualification of bid and makes vendor ineligible to make inquiries prior to award of bid.</p>				

Vendor shall perform the following services for TXDPS during the proposed one-year contract:

ITEM	SUPPORT TASK	DESCRIPTION	NOT-TO-EXCEED COST
1	1	MID-LEVEL MAINTENANCE Diagnostic checks to hand-held controller and ground-control station. Diagnostic assessment of Electro-Optical and Infrared payloads. Diagnostic checks to ensure control surfaces operate according to manual specifications. Diagnostic checks of WASP aircraft & Ground Control Station batteries. Minor surface repair to WASP aircraft.	<u>\$22,464</u>
2	2	PERMITTING Submit TXDPS "Florence" Certificate of Authorization (COA) for renewal to Federal Aviation Administration (FAA). Submit Letters of Intent to FAA. Submit additional TXDPS COA location TBD Logistics Support. Secure Texas Gulf Coast Military Training Area. Secure Texas Border Military Training Area. AeroVironment, Inc. (WASP system manufacturer), Simi Valley, CA, Mid Level Maintenance Course and WASP Aircraft Updates (Dates TBD).	<u>\$48,056</u>
TOTAL			<u>\$70,520</u>

The total estimated cost of the support and maintenance services is: \$70,520

ITEM 1: MID-LEVEL MAINTENANCE

- Vendor will support TXDPS in the continuing expansion and development of their UAS program to include advising on refurbishment protocols and procedures. Vendor will maintain an inventory of parts, supplies and diagnostic equipment to support both a Field-Level and a Mid-Level maintenance program that facilitates repairs to the WASP Micro-unmanned aircraft system.

Mid-Level repairs typically involve damage to the WASP resulting in repairs that cannot be made in the field during training or operational use. Specifically, Mid-level repairs include the labor associated with the following:

- Diagnostic checks to hand-held controller and ground-control station
- Diagnostic assessment of Electro-Optical and Infrared payloads
- Diagnostic checks to ensure control surfaces operate according to manual specifications
- Diagnostic checks of WASP aircraft and ground-control stations batteries
- Minor surface repair to WASP aircraft

Costs include minor surface repairs, but do not include parts replacement. Parts replacement and shipping costs will be borne by TXDPS. The Mid-Level maintenance program and facility will be established at the Vendor satellite office.

Damaged WASP's or support equipment that cannot be repaired in the field will be shipped to this facility. An account will be set up to include shipping labels and procedures to facilitate timely assessment and repair of damaged equipment.

AeroVironment (AV) Inc will conduct a repair class in which a vendor representative and a TXDPS representative will travel to the AV Inc production facility located in Simi Valley, CA to be trained on Field Mid-Level repairs, and other repairs which could require the return of the system to the production facility.

In the event that repairs cannot be made to the WASP or any part of the system at the Field-or Mid-Level phase, the equipment will be sent back to the manufacturer for assessment and repairs on a "pay as you go" program by TXDPS and will be invoiced directly for assessment and repairs made by AV Inc for this period of performance.

ITEM 2: PERMITTING AND LOGISTICS SUPPORT

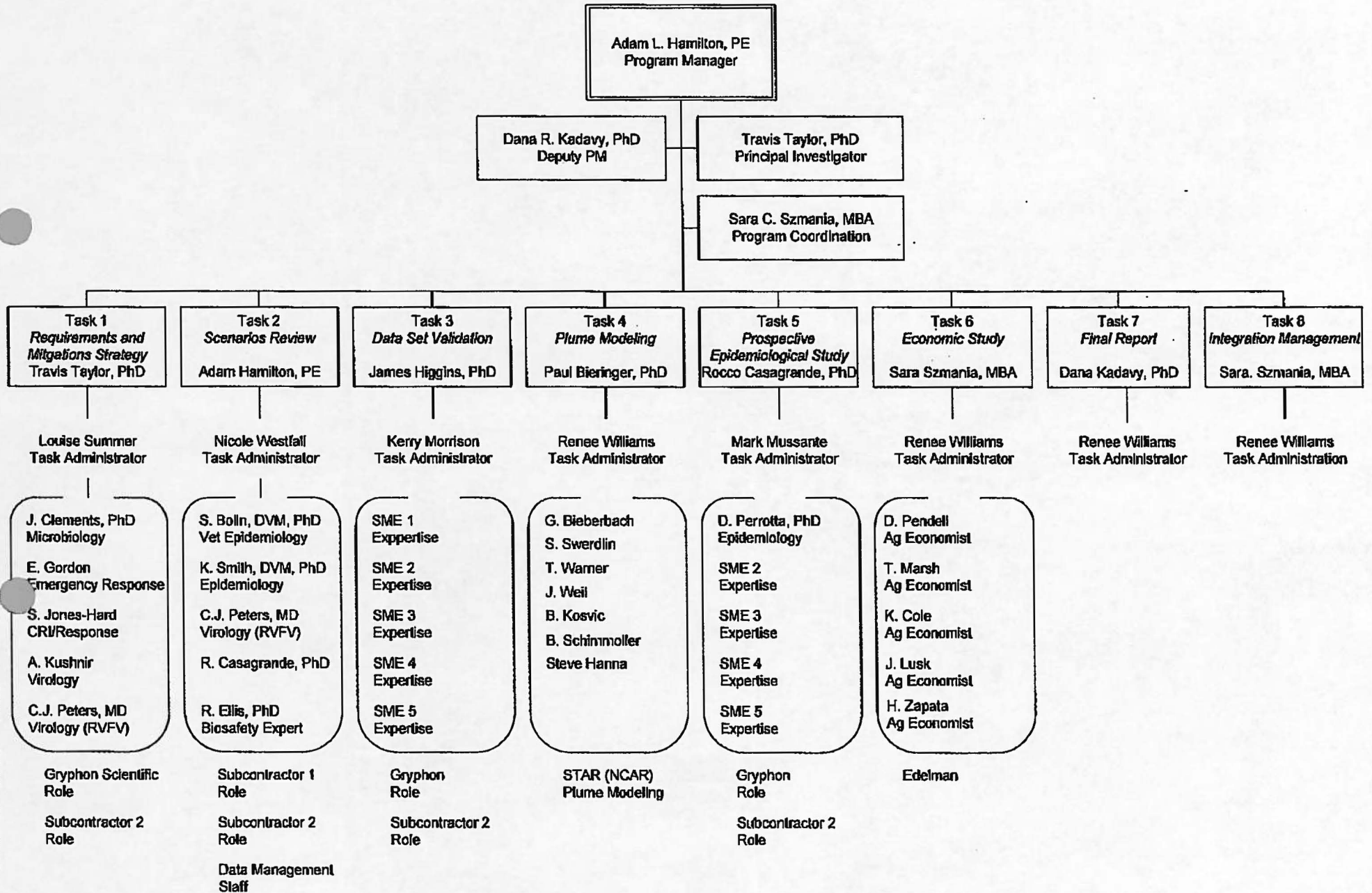
- Vendor will coordinate with TXDPS and the FAA for one Certificate of Authorization (COA) renewal which must be completed by January 8, 2010 along with Letters of Intent requesting to renew the COA within the contract year. Vendor will ensure that TXDPS Aviation Section Unmanned Aircraft Systems protocols and procedures remain in compliance with the FAA rules and regulations. This is intended to further minimize regulatory expense and latency in the approval process.

Also, vendor will support the planning and coordination of TXDPS UAS training at the following locations:

- A Texas Gulf Coast Military training area
- A Texas Border Military training area
- AV Inc, Simi Valley, CA (Dates TBD)

Vendor will ensure coordination and scheduling with Range Control at the above mentioned military training areas, to include request for specific ranges, permits for gaining access to military facilities, and any required Range Safety Class attendance. Coordination will include meeting with range officials in advance of the training to ensure that access by the TXDPS teams to military installations are not impeded. Vendor will assist with any necessary coordination with other law enforcement organizations (S.W.A.T., Police Departments), Federal/State agencies (FBI, Border Patrol, National Guard) and Department of Defense (DoD-Army, Coast Guard) who desire to participate in training with TXDPS at these military training area locations.

Vendor will also provide management for the acquisition and performance of all the above-mentioned items.



BID TABULATION

A. NON AIS/TELECOM (CHECK HERE)

For use on purchases \$2,000 to \$10,000

B. AIS/TELECOM (CHECK HERE)

For use on purchases \$2,000 to \$24,999.99

Date Bids/Quotes Taken: 12/8/2009

Class 905

Item 16

Description of goods/services Note: For Bid Tabulation (A) description must be generic. A brand name and model number may be reference as an example only. AIS/Telecom (B) a brand name may be specified. In either situation the offeror may offer like equipment/services but must specify brand & part numbers offered. All bids/quotes must be F.O.B. destination.

ITEM#	QUANTITY	UNIT	DESCRIPTION (ATTACH SPECIFICATIONS IF NECESSARY)
1		each	WASP Maintenance

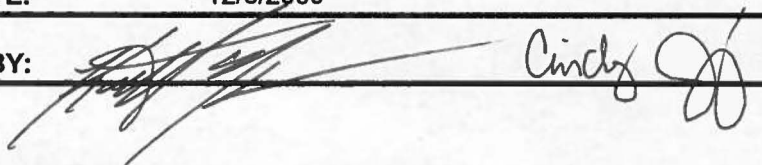
BIDDERS/APPROVED VENDORS CONTACTED - (ATTACH CMBL)

VENDOR ID	COMPANY NAME/PERSON CONTACTED	ADDRESS	CITY	STATE	ZIP CODE	TELEPHONE NUMBER	ON CMBL	GENDER	ETHNICITY	BID AMOUNT	AWARDED TO
19000414995	Signature Science LLC	8329 North Mopac Expressway	Austin	TX	78759					\$70,520.00	✓

REASON FOR AWARD: only bid-

PURCHASE ORDER / REQUISITION NUMBER: HQ10-0040

BID OPEN DATE: 12/8/2009

BID OPENED BY: 

Electronic State Business Daily (ESBD)[ESBD Search](#) | [Administration](#) | [Web Application](#)[Portal](#) | [Logoff from ESBD](#)

Logged in as: 405/LLOMBARD

Award Notice

Requisition Number: 405-HQ10-0040

Step 1:
Add / Modify
Award Notice

Agency: DEPARTMENT OF PUBLIC SAFETY

Bid Title: Unmanned Airborne Surveillance Support and Maintenance

Step 2:
Finish

Dollar Amount Awarded: \$ 70520.00 (eg. 5999.00)

Bid Status:
<input type="radio"/> Cancelled
<input checked="" type="radio"/> Full Award
<input type="radio"/> Partial Award
<input type="radio"/> Re-bid Award

HUB Vendor Status: NOT a HUB Vendor

Please include any relevant award information. E.g. Awarded vendor and mailing address, dollar amounts awarded per vendor(s) and any other applicable pieces of information.

NOTE: Word-wrap may not be automatic - please enter carriage returns

Full award made to:
Signature Science
8329 N Mopac Expressway
Austin, TX 78759
Cost breakdown as follows:
Mid-Level Maintenance \$22,464.00
Permitting & Logistics \$48,056.00

FINISH
[Texas Online](#) | [Statewide Search from the Texas State Library](#) | [State Link Policy](#) | [Texas Homeland Security](#)
Susan Combs, Texas Comptroller • [Window on State Government](#) • [Contact Us](#)
[Privacy and Security Policy](#) | [Accessibility Policy](#) | [Link Policy](#) | [Public Information Act](#) | [Compact with Texans](#)

**TEXAS DEPARTMENT OF PUBLIC SAFETY
PURCHASE ORDER**

ALL TERMS AND CONDITIONS SET FORTH IN OUR BID
INVITATION BECOME A PART OF THIS ORDER

INVOICE	Texas Department of Public Safety Accounting and Budget Control P.O. Box 4087 Austin, Texas 78773-0130
VID	87043
VENDOR	SIGNATURE SCIENCE LLC 8329 NORTH MOPAC EXPRESSWAY AUSTIN TX 78759-8303

VENDOR GUARANTEES GOODS OR SERVICES DELIVERED ON THIS ORDER WILL MEET OR EXCEED SPECIFICATIONS IN THE BID INVITATION.		PURCHASE ORDER NO. 405- HQ10-0040
FUND/COST CENTER 0006/36160		ORDER DATE 12/09/2009
BUDGET 09011	ACCOUNT NUMBER 573670	
SHIP TO	DEPT OF PUBLIC SAFETY AIRCRAFT 10335 GOLF COURSE ROAD AUSTIN, TEXAS 78719	

STATE SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from taxes under Chapter 20, Title 122A, Revised Civil Statutes of Texas, for purchase of tangible personal property described in this numbered order, purchased from contractor and/or shipper listed above, as this property is being secured for the exclusive use of the State of Texas.

Item No.	Description	Quantity	Unit	Unit Price	Extension
	FOB DESTINATION .00 CLASS 905 ITEM 16 PCC 2S TINS 19000414995000 UNMANNED AIRBORNE SURVEILLANCE SUPPORT AND MAINTENANCE AS FOLLOWS: 0001 MID-LEVEL MAINTENANCE 1 LOT 22,464.000 22,464.00 0002 PERMITTING AND LOGISTIC SUPPORT 1 LOT 48,056.000 48,056.00 CONTRACT TERM: 12/9/09-12/8/10 VENDOR CONTACT: ADAM HAMILTON 512-533-2030 DPS CONTACT: <i>Angie Warden</i> CREW DOUGLAND 512-936-9200 DPS PURCHASING CONTACT PERSON: LINDA LOMBARD TELEPHONE NUMBER: (512)424-2175 FAX NUMBER: (512)424-5419 E-MAIL ADDRESS: LINDA.LOMBARD@TXDPS.STATE.TX.US "UNDER SECTION 2155.006, GOVERNMENT CODE, THE VENDOR CERTIFIES THAT THE INDIVIDUAL OR BUSINESS ENTITY NAMED IN THIS BID OR CONTRACT IS NOT INELIGIBLE TO RECEIVE THE SPECIFIED CONTRACT AND ACKNOWLEDGES THAT THIS CONTRACT MAY BE TERMINATED AND PAYMENT WITHHELD IF ***CONTINUED***				

I attest that the goods and/or services hereon are required.

APPROVED _____

**TEXAS DEPARTMENT OF PUBLIC SAFETY
PURCHASE ORDER**

ALL TERMS AND CONDITIONS SET FORTH IN OUR BID
INVITATION BECOME A PART OF THIS ORDER

INVOICE	Texas Department of Public Safety Accounting and Budget Control P.O. Box 4087 Austin, Texas 78773-0130
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FUND/COST CENTER 0006/26160		ORDER DATE 12/09/2009
BUDGET 09011	ACCOUNT NUMBER 573670	
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Item No.	Description	Quantity	Unit	Unit Price	Extension
	<p>THIS CERTIFICATION IS INACCURATE. "</p> <p>"UNDER SECTION 2261.053, GOVERNMENT CODE, THE CONTRACTOR CERTIFIES THAT THE INDIVIDUAL OR BUSINESS ENTITY NAMED IN THIS BID OR CONTRACT IS NOT INELIGIBLE TO RECEIVE THE SPECIFIED CONTRACT AND ACKNOWLEDGES THAT THIS CONTRACT MAY BE TERMINATED AND PAYMENT WITHHELD IF THIS CERTIFICATION IS INACCURATE. "</p> <p>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</p> <p style="text-align: center;">***CONTINUED***</p>	.00			

I attest that the goods and/or services hereon are required.

APPROVED _____

**TEXAS DEPARTMENT OF PUBLIC SAFETY
PURCHASE ORDER**

ALL TERMS AND CONDITIONS SET FORTH IN OUR BID
INVITATION BECOME A PART OF THIS ORDER

I N V O I C E	Texas Department of Public Safety Accounting and Budget Control P.O. Box 4087 Austin, Texas 78773-0130
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BUDGET 09011	ACCOUNT NUMBER 573670	
S H I P T O	DEPT OF PUBLIC SAFETY AIRCRAFT 10335 GOLF COURSE ROAD AUSTIN, TEXAS 78719	

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Item No.	Description	Quantity	Unit	Unit Price	Extension
	SENTENCE IMMEDIATELY ABOVE: 1) THE DEPARTMENT'S SUB-MISSION 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.				
	.00				
	TOTAL				70,520.00

I attest that the goods and/or services hereon are required.

APPROVED Linda Lombard, CTPM

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.

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 2280, Gov't Code must be used by 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