

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS



STATEWIDE PROCUREMENT DIVISION

INVITATION FOR BIDS

Proprietary Chemical Laboratory Equipment and Supplies

IFB No. 304T-27-175A1.1

NIGP CLASS-ITEMS

175-13 175-14

175-23 175-28

175-53 175-74

193-48 193-84

SCHEDULE OF EVENTS	
ESBD Posting Date	9/23/2026
Questions Submission Deadline Date	10/5/2026
Response to Questions through Addendum Date, or as soon thereafter as practical	10/8/2026
RESPONSE DUE DATE	10/20/2026
RESPONSE DUE TIME	1:30 pm Central Time in Austin TX

****NOTE**** This Solicitation is composed of two parts: (1) Part A: Special Instructions, (including attachments and appendices, if any) and (2) Part B: General Instructions and Contract Terms and Conditions (including attachments and appendices, if any). In the event an instruction or term in Part A conflicts with an instruction or term in Part B, the instruction or term in Part A prevails, and any addenda or amendments to either Part A or Part B control over the original versions.

SUBMISSION CHECKLIST

COMMUNICATION WITH ANYONE OTHER THAN THE POINT OF CONTACT LISTED IN SECTION A.11.4 MAY RESULT IN DISQUALIFICATION OF A RESPONSE.

CPA will disqualify any response received without the required documentation identified below.

- ☐ ATTACHMENT A - EXECUTION OF RESPONSE
- ☐ MANDATORY PRICE SHEET

CPA may disqualify any response received without the required documentation below.

- ☐ IDENTIFICATION OF CLAIMED CONFIDENTIAL/PROPRIETARY INFORMATION, if any
- ☐ ATTACHMENT B - RESPONDENT INFORMATION
- ☐ ATTACHMENT C - PREFERENCES
- ☐ ATTACHMENT D - INSURANCE STATEMENT OF INTENT
- ☐ ATTACHMENT E – SELF INSURED RETENTION CERTIFICATION AND REQUEST FOR APPROVAL (only if the Respondent intends to use SIR)
- ☐ IDENTIFICATION OF ALL EXCEPTIONS AND ASSUMPTIONS to terms of this Solicitation or Contract, if any
- ☐ CONFLICT OF INTEREST DISCLOSURE, if applicable – Reference Part B.1.1.
- ☐ PRICE ADJUSTMENT DOCUMENTATION – Reference Sections A.5. and A.15.
- ☐ SIGNED COPIES OF ALL ADDENDA to this Solicitation, if any

REFERENCE SECTION A.15 AND SECTION A.16 FOR SUBMISSION REQUIREMENTS

PART A: SPECIAL INSTRUCTIONS

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A.1 DEFINITIONS

In this Contract, the following terms and acronyms have the meaning set forth below.

TERM	DEFINITION
Contract	Any Contract resulting from this Solicitation, consisting of the Contract documentation as provided in Section B.3.2.
Contractor	Any Respondent awarded a Contract based on this Solicitation.
CPA	The Texas Comptroller of Public Accounts, the state agency issuing this Solicitation.
Customer	State of Texas agencies, institutions of higher education, and cooperative purchasing members, including CPA, that are required or permitted by law to purchase goods and services under contracts established by CPA.
De Novo	Building a DNA, RNA, or protein sequence from scratch without using a pre-existing reference map or database.
DNA	Acronym for Deoxyribose Nucleic Acid.
ELISA	Acronym for Enzyme-Linked Immunosorbent Assay. A packaged, ready-to-use laboratory test set used to detect and measure specific proteins, hormones, antibodies, or antigens in a liquid sample.
ESBD	The Electronic State Business Daily, which is available online at http://www.txsmartbuy.gov/esbd
FOB Destination	The seller retains the risk of loss until the goods reach the buyer, and the seller bears all shipping costs.
Fosmid Templates	Large-insert cloning vectors based on the bacterial F-factor, holding DNA fragments of 35 to 40 kilobases with high stability.
HID	Acronym for Human Identification. A specialized branch of forensic genetics focused on profiling individuals rather than general medical sequencing.
Party or Parties	Either CPA or Respondent, separately or collectively.
PCR	Acronym for Polymerase Chain Reaction. A short piece of DNA copied and made many times over in a lab machine.
Plasmid Templates	A small, circular piece of DNA taken from bacteria.
Respondent	Any person or company that submits a Response to this Solicitation.
Response	A bid or proposal submitted to CPA in response to this Solicitation.
Solicitation	This document, along with all other documents incorporated in this document and posted to the ESBD, soliciting responses for the proposed commodities and services.
STR	Acronym for Short Tandem Repeats. Targets specific repeating DNA sequences that vary greatly between people to match suspects or identify missing persons.

A.2 DESCRIPTION

The Statewide Procurement Division (SPD), a division of CPA, requests sealed responses for Proprietary Laboratory Equipment.

The major customers for these items are the Texas Department of Public Safety (DPS) and the Texas Department of Parks and Wildlife (TPWD).

A.3 TERM OF THE CONTRACT

The initial term of this Contract commences on the effective date set out in a Notice of Award issued by CPA and automatically expires on October 31, 2027.

1 st Renewal Option:	November 1, 2027, through October 31, 2028
2 nd Renewal Option:	November 1, 2028, through October 31, 2029
3 rd Renewal Option:	November 1, 2029, up to one (1) additional year

CPA may unilaterally renew the Contract.

A.4 PRICING

A.4.1 Texas SmartBuy Online Ordering System

CPA's Texas SmartBuy online ordering system connects Customers with Contractors via an online store. Texas SmartBuy lets Customers search products, compare prices, and place orders.

The operation of the Texas SmartBuy system requires Statewide Procurement Division (SPD) to publish all pricing information online, including discounts and other variables. By submitting a Response, Respondent agrees that the pricing and related information in the Response is not confidential or proprietary. Respondent consents to the publication of Respondent's pricing and related information on Texas SmartBuy.

CPA will charge the Contractor a 1.5% Texas SmartBuy administrative fee. Respondent must consider this fee when developing pricing for its Response. The fee is calculated on the price of goods or services purchased under this Contract. By submitting pricing and discounts, Respondent certifies that it has factored in the Texas SmartBuy administrative fee. Invoices for the Texas SmartBuy administrative fee are issued on the first day of the month following the delivery date of the good or service. Invoices are e-mailed to the address provided by the Contractor. Payment of the invoice is due 30 days from the invoice date and is not contingent on any Customer's payment to the Contractor. If the outstanding liability is not paid in a timely manner, the Contractor's items may be removed from the TxSmartBuy system which will prevent the placement of orders. If non-payment reaches 90 days, the Contractor may be placed on warrant hold.

A.4.2 Pricing Structure – Firm Price with Escalation

Response prices must be firm, all-inclusive, fixed prices. Contract pricing may only change in accordance with the Price Adjustments provision of the Contract, provided however, that if a Contractor offers or provides a lower price to any customer for the same goods or services, under the same terms and conditions provided for CPA and its Customers, the Contractor must provide the same lower price under the Contract.

Unit prices must include all Contract requirements. Shipping shall be FOB Destination; therefore, unit prices must include statewide delivery (all shipping, handling, delivery fees and fuel surcharges).

A.5 PRICE ADJUSTMENTS

A.5.1 Price Decreases or Discount Increases

Contractor shall immediately implement any price decrease or discount increase that becomes available. Contractor shall notify CPA of price decreases or discount increases by email to: spd.cmo@cpa.texas.gov

A.5.2 Price Adjustment Calculation

This Contract provides for price adjustments in the following circumstances: 1) increases in manufacturer list pricing; 2) increases within the Producer Price Index; or 3) increases in conjunction with alternate cost documentation. Respondents must provide the preferred price adjustment method at time of response. Chosen price adjustment method must remain firm and constant throughout the life of the Contract. If Respondent fails to provide an acceptable manufacturer's price list or acceptable alternate cost documentation related to a particular item at the time of Response, Respondent will be obligated to adjust their prices in accordance with the Producer Price Index (PPI) in Section A.5.2, Price Adjustment Calculation, below.

Producer Price Index (PPI)

Prices may be adjusted annually at time of renewal or at the sole discretion of CPA throughout the term of the Contract upwardly or downwardly when correlated with the index specified below and published by the Bureau of Labor Statistics (BLS).

BLS website: <http://data.bls.gov/cgi-bin/srgate>

Producer Price Index: WPU118603 – Laboratory analytical instruments, not seasonally adjusted

Note: Enter the index number in the Series ID box and click Next and “Retrieve Data.”

For a price adjustment request, after the initial contract term, the Contractor will calculate the maximum allowable Contract price using the following formula:

Maximum Allowable Contract Price = (Original Awarded Price ÷ Original Index) x New Index, where:

- (1) “Original Awarded Price” is the price at which the item was initially awarded to the Contractor;
- (2) “Original Index” is the index value for the month and year that Responses to this Solicitation were submitted; and
- (3) “New Index” is the index value for the month and year that the price increase request is submitted.

If the Respondent can demonstrate that the price index lags behind costs of performance or does not account for significant costs of performance, Respondent may request CPA to consider other documentation of its cost to perform the Contract, such as quotes or invoices. CPA may consider cost documentation that in its sole discretion is acceptable. Acceptable cost documentation must at a minimum be (1) clearly related to Contract performance, (2) verifiable by an external or third-party source, (3) certified as complete and accurate by the Respondent, under penalty of perjury, and (4) include the proportion or amount of the respective cost (i.e., fuel is 15% of the total cost or fuel cost is \$30.00 of the total cost). CPA may reject cost documentation in its sole discretion.

Manufacturer's Price List (MPL) or Alternative Cost Documentation

For a price adjustment request, after the initial contract term, the Contractor will calculate the maximum allowable Contract price using the following formula:

Maximum Allowable Contract Price = (Original Price ÷ Original Mfg. Price) x New Mfg. Price,
where:

- (1) "Original Price" is the price at which the item was initially awarded to the Contractor;
- (2) "Original Mfg. Price" is the price reflected on the manufacturer's price list submitted with the response or alternate cost documentation accepted by CPA in accordance with Section A.5.2 above;
- (3) "New Mfg. Price" is the price reflected in the manufacturer's price documentation or alternate cost documentation submitted by Contractor in support of its price adjustment request that CPA in its sole discretion determines is acceptable.

The Respondent must present a manufacturer's price list with their response, for manufacturers' price list to be considered with price adjustment requests in the future. To be eligible for a contractual price increase of an item, Respondent must submit an acceptable manufacturer's price list that includes the item. The list must be current as of the submission date of the bid and price increase request(s). The list must be in a form recognized in the applicable industry; a price list prepared for purposes of this Solicitation is not acceptable. The list must include an effective date or other verification that is current. CPA must be able to verify the list using an external or third-party source, such as reviewing the manufacturer's website or corresponding with the manufacturer's representative. CPA may reject a price list in its sole discretion.

A price adjustment request will not be considered unless it includes the applicable documentation for the selected price adjustment method. As stated above, if no manufacturer's price list or alternate cost documentation was accepted by CPA before Contract award, Respondent will be obligated to adjust their prices in accordance with the Producer Price Index (PPI) in Section A.5.2, Price Adjustment Calculations.

A.5.3 Price Adjustment Requests

Proposed pricing, regardless of the price adjustment method chosen, must remain firm for the initial term of the Contract. After the initial term of the Contract, price adjustments may be requested based upon the formula in Section A.5.2.

CPA may accept, reject, or negotiate price adjustments. The Contractor will receive written notification from Statewide Contract Management (SCM) documenting action taken, including effective dates, when appropriate.

If a complete, properly submitted price increase request is rejected, the Contractor may request to cancel the Contract for those items covered by the request. CPA may approve or reject item cancellation requests.

CPA will specify the effective date of item cancellation in its written notice of approval. Purchase orders dated prior and up to the effective date of approval or cancellation, as applicable, must be honored at the Contract price in effect when issued.

Price adjustment requests and cancellation requests under this section should be sent by email to:
spd.cmo@cpa.texas.gov

A.5.4 Tariffs

The parties may agree to adjust prices periodically to reflect tariff surcharges or changes in tariffs implemented after award that affect the cost of supplying goods under this Contract. Tariffs in place at the time of the response will not be considered as a basis for a tariff surcharge increase. To request a price adjustment related to tariffs, Contractor must provide documentation that includes the effective date, amount, scope of the tariffs, and any other documentation requested by CPA. Contractor must demonstrate with specificity the effect of tariffs on its necessary and reasonable cost of supplying goods under this Contract. Any adjustment is at CPA's sole discretion. If CPA grants an adjustment related to tariff surcharges, Contractor shall monitor tariff levels and notify CPA within five business days of any reduction or repeal. CPA may reduce or retract a tariff adjustment it has granted at any time by notifying the Contractor of the new prices.

As allowable by law, Contractor must promptly assign to Customer the right to file for and receive any refund that becomes due for the tariffs paid under this Contract. Contractor agrees to cooperate with Customer and take all the steps required to assign and transfer to Customer its rights, title and interest in any monies due or payable to Contractor in connection with tariffs paid under this Contract. If Contractor receives a refund of any tariff paid under this Contract, it shall return the portion paid by each Customer.

A.6 INSURANCE

The Response must include a statement that Respondent intends to obtain and maintain for the term of the Contract and any renewal periods the minimum insurance coverage specified in the table below. The Response should also describe other insurance coverage maintained by Respondent in the ordinary course of business and provide proof of same in its Response. If Respondent's normal and customary insurance coverage exceeds the minimum required amounts in this Solicitation, the Contract will require those normal and customary types and amounts of coverage. Proof of insurance may be provided in the form of current certificates of insurance.

Respondents may propose alternate insurance amounts or coverages in the form of an exception. See Section A.15.8. If CPA rejects the exception, the Respondent shall obtain the minimum coverage listed.

Any subcontractor performing work under this Contract must meet the same minimum insurance requirements. Contractor shall ensure its subcontractors' compliance with all requirements.

Minimum Required Amounts of Insurance Coverage	
Type of Insurance	Each Occurrence/Aggregate
Commercial General Liability (Occurrence based)	\$500,000 Each Occurrence Limit
Any insurance required to be compliant with applicable Federal, State, and Local regulations for the goods or services provided.	Statutory limits

All required insurance policies must be issued from a company or companies with a Financial Strength Rating of "A-" or better and a Financial Size Category of VIII or larger from AM Best.

CPA may consider other sources of information and reserves the right to determine whether an insurer is acceptable in its sole discretion.

All insurance policies must be issued by companies authorized to do business under the laws of the State of Texas and in a form satisfactory to CPA. Except as specified below, all of the Contractor's insurance policies must:

- (1) be written on a primary and non-contributory basis;
- (2) name the state of Texas as a certificate holder on all certificates of insurance, to include the following address: State of Texas, P.O. Box 13528, Austin, TX 78711-3528;
- (3) name the state of Texas, its officers and employees as additional insureds on all policies; and
- (4) include a waiver of subrogation in favor of the state of Texas, its officers and employees for bodily injury (including death), property damage or any other loss arising from this Contract or any purchase order.

Contractor shall submit current certificates of insurance to CPA within five business days of receiving a request from CPA. In its sole discretion, CPA may allow Contractor to satisfy insurance requirements with coverage of a third-party providing goods or services under the Contract, such as products liability coverage provided by a manufacturer, that will provide comparable protection to CPA and Customers. However, the Contractor shall maintain at least \$500,000 of commercial general liability coverage for itself.

The Contractor must provide proof of coverage. Notices shall be sent to the contact listed in Section A.11.4, Points of Contact. Failure to submit acceptable proof of insurance may result in termination. Contractor shall maintain the required insurance throughout the Contract.

Contractor must disclose on its insurance certificate whether any of the coverage required under the Contract is being satisfied with a Self-Insured Retention (SIR) and list the amount of the SIR. CPA may, in its sole discretion, accept or reject any SIR in excess of \$100,000, and Contractor shall provide any documentation requested by SPD. If the Respondent intends to use SIR, Respondent must complete and return Attachment E - Self Insured Retention Certification and Request for Approval.

Contractor shall:

- (1) provide written documentation to Statewide Contract Management (SCM) by email at spd.cmo@cpa.texas.gov at least 30 calendar days prior to any cancellation, non-renewal, or material change of a required policy;
- (2) ensure all insurance policies and certificates of insurance for required coverage are written to include all products, services, and locations related to Contractor's performance under the Contract; and
- (3) deliver proof of all renewal policies prior to any expiration of a required policy to SCM by email at spd.cmo@cpa.texas.gov. All renewal policies and corresponding certificates of insurance must meet all terms set forth in the Contract.

Contractor must ensure that all provisions of the Contract concerning liability, duty, and standard of care, together with the indemnification provision, are underwritten by contractual liability coverage sufficient to include such Contractor's obligations under the Contract.

A.7 REQUIREMENTS AND SPECIFICATIONS

A.7.1 Proprietary Specifications

These specifications are advertised under Texas Government Code Section 2155.067. Only Responses on items conforming exactly to these specifications, which includes the brand names, make and model numbers specified, will be considered for award.

A.7.2 Specifications

Reference the Mandatory Price Sheet and Attachment F – Requirements and Specifications for line items.

All parts, not specifically mentioned, that are necessary for the Proprietary Chemical Laboratory Equipment and Supplies to be complete and ready for operation and are normally furnished as standard equipment must be furnished by the Contractor.

A.7.3 Condition of Products

Proposed and delivered products must be new, unused, the latest model in current production, and in first class condition, including containers suitable for shipment and storage, unless otherwise specified in the solicitation. Used, shopworn, demonstrator, prototype, remanufactured, reconditioned, or discontinued models are not acceptable.

A.7.4 Quantities

CPA does not guarantee a specific volume to be purchased throughout the term of the Contract. No minimum compensation to the Contractor is guaranteed.

Quantities indicated for each item in the Mandatory Price Sheet are estimates only and are based upon previous usage for a four-year period, if available, along with other data. These estimates should not be construed as a minimum or a maximum quantity that Customers may order.

A.7.5 Warranty/Guarantee

(1) Warranty/Guarantee

The warranty period will begin on the date of the Customer's acceptance of each product. Contractor warrants against defects in workmanship and material for a period of (i) 90 days or (ii) the duration of the manufacturer's standard warranty, whichever is longer. If no time or specific protocol for acceptance is specified elsewhere in the Contract or the Customer purchase order, items are presumed accepted ten working days after receipt by the Customer. The warranty will apply to any warranty service or repair requested by Customer during the warranty period by contacting the Contractor or Contractor's designee with such request, regardless of the amount of time required to complete the service or repair. Contractor's warranty obligations will survive the termination of this Contract.

(2) Replacement

- a. Contractor shall replace defective products during the initial Contract term and any exercised renewals.
- b. The replacements must be processed and received by the Customer within two weeks of written notice of the defects to the Contractor.

- c. Contractor will provide replacements free of charge, including any shipping necessary to return the product when necessary.
- d. In lieu of replacement, Contractor will refund the full purchase price of the product, upon customer request.

A.8 SHIPPING, DELIVERY, AND PACKAGING

A.8.1 Identification of Shipments and Documentation

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

A.8.2 Packaging and Labeling

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

A.8.3 Special Delivery Requirements

Customers may have specific internal delivery rules and policies. These will be provided on each purchase order issued by the Customer. Contractor shall adhere to those requirements.

Contractor shall adhere to the shipping requirements included in Attachment F or from the manufacturer. Items that require special packaging (i.e., dry ice) must be shipped according to the manufacturer's recommendations. All deliveries of such items must be coordinated with the Customer listed on the purchase order to ensure immediate receipt and storage of the cold items.

A.8.4 Hours of Delivery

Unless Contractor obtains prior approval by the Customer, Contractor may not deliver outside Customer's hours of operation. Contractor may obtain Customer's hours of operation at time of order. Contractor may not charge extra for off-hours delivery.

A.8.5 Delivery Schedule

In the space indicated on the Mandatory Price Sheet, enter the number of days required for delivery after receipt of order (ARO) under normal conditions. Delivery days are measured in calendar days, unless otherwise specified. Failure to state delivery time may disqualify the Response.

NOTE: See Section A.4 Pricing regarding FOB shipping.

See Section A.13.3 to see how the Respondent's delivery schedule impacts evaluation of the Response.

A.8.6 Delivery Delays

If delivery delay is foreseen, Contractor must give prompt written notice to Customer and continuously update Customer of the delivery status. Time is of the essence in performance of this Contract. CPA and the Customer may exercise contractual remedies in connection with late delivery.

A.8.7 Compliant Products

Providing noncompliant goods or services does not constitute delivery. Delivery does not occur until the Contractor delivers goods or services in full compliance with the Contract to the Customer's address specified on the purchase order, unless delivery is specifically accepted, in whole or in part, by the Customer. Customer will notify the Contractor of the delivery of noncompliant goods. If Contractor fails to remove the goods from Customer's property within fifteen working days, or within a time frame agreed upon by Customer and Contractor, Customer may dispose of them at its discretion and at Contractor's expense. CPA and the Customer may exercise contractual remedies in connection with late delivery.

A.9 RETURN, CANCELLATION, AND RESTOCKING FEE

Customer may request that Contractor accept return of delivered goods, or that Contractor cancel an order prior to delivery. If Contractor does not agree to Customer's request, Customer and Contractor must attempt to resolve the matter. If Customer and Contractor do not reach a resolution, Customer or Contractor may contact the CPA Contract Manager. CPA may order Contractor to accept a return or cancel an order. Contractor may request a reasonable fee for restocking compliant goods it has shipped. Customer shall pay a restocking charge of no more than 10% of the cost of the goods if CPA and Customer both determine that the charge is justifiable. Contractor shall not charge any fee for an order cancelled prior to shipment.

A.10 PURCHASE ORDERS, INVOICES AND REPORTING

A.10.1 Customer Purchase Orders

Only purchase orders issued through the approved CPA purchasing system, Texas SmartBuy, are eligible for Contract pricing.

A Purchase Order Change Notice (POCN) is required to be processed to make any changes to the original Texas SmartBuy purchase order and must be issued through the Texas SmartBuy online system.

Purchase orders dated during the term of the Contract must be honored, even if received by the Contractor after the Contract expiration date. Contractor may not specify a "final order" receipt date. Pricing is established by the date the purchase order is placed.

A.10.2 Online Ordering

CPA's Texas SmartBuy online ordering system permits Customers to order from the Contract. Texas SmartBuy will email purchase orders to the Contractor and Customer. Contractor shall acknowledge receipt of each purchase order to the Customer's email address listed on the purchase order.

Respondents must provide one email address for the receipt of purchase orders on Attachment B, Respondent Information. Multiple email addresses are not allowed; therefore, Respondents are encouraged to provide an email address which can be accessed by multiple staff.

More information about Texas SmartBuy is available at: <http://www.txsmartbuy.gov/> and Help Guides can be accessed at: <https://www.txsmartbuy.gov/systemguides>

Online ordering enables CPA to identify and track the commodities/services purchased. Currently, CPA uses the National Institute of Governmental Purchasing, Inc. (NIGP) Commodity/Services Codes.

Contractor may be required to provide an electronic image of the awarded products in a format specified by CPA that can be uploaded to Texas SmartBuy.

A.10.3 Invoices and Expedited Payment Discounts

Reference Part B, General Instructions and Contract Terms and Conditions, Section B.5.3, Invoicing and Payment Requirements.

Payment terms for the State of Texas are typically 30 days. Respondent may provide additional discounts extended to each invoice on Attachment B – Respondent Information.

Contractor must submit an itemized invoice to Customer reflecting the CPA Contract number and Customer purchase order number.

A.10.4 Statewide Contract Development Reporting

Contractor shall provide any information requested by CPA to develop future solicitations and facilitate the transition to potential future contractors in a format acceptable to the CPA within 14 calendar days of the request.

A.11 RESPONSE INFORMATION

A.11.1 Schedule of Events

Respondents must submit Responses to CPA before the due date and time indicated on the cover page. CPA may revise this schedule by issuing an addendum on the ESBD.

A.11.2 Solicitation Addenda

CPA will post any addendum to this solicitation on the ESBD. Respondents are responsible for checking the ESBD for addenda prior to submitting a Response. Respondent's failure to check the ESBD does not release it from the requirements of any addenda nor permit it to modify or withdraw its Response after Response opening.

Respondent must acknowledge each Solicitation addendum by returning a signed copy of the addendum with its Response.

A.11.3 Questions and Answers

Respondents must send all questions regarding this Solicitation to the CPA Points of Contact identified in Section A.11.4 by the due date in the Schedule of Events on the cover page. Respondents must reference the relevant Solicitation page and section number in each question. CPA's responses to questions will be posted to the ESBD.

Respondents must notify CPA of any error or ambiguity in the Solicitation by submitting a question. If Respondent fails to notify CPA of an error or ambiguity, Respondent (1) waives any claim for money, time, or other relief based on that error or omission, and (2) agrees to accept any reasonable interpretation of the allegedly erroneous or ambiguous provisions by CPA.

All questions submitted to CPA should include the identity of the sender, the sender's title, company name, telephone number, and email address, as applicable.

Only answers that CPA provides in writing are official. Information in any form other than the materials constituting this Solicitation, the Question-and-Answer Document, and any Solicitation addendum is not binding on CPA.

Minor questions for which the answer will not affect the interpretation of the Solicitation or change the contents of a Response (for example, a question regarding delivery of a sealed Response) may be answered orally or by email by CPA.

A.11.4 Points of Contact

Respondents must direct all communications concerning this Solicitation to the Points of Contact listed below. Respondents may not contact other CPA or agency personnel or any Customer regarding this Solicitation, unless instructed to do so in writing by the CPA Point of Contact. **Communicating with anyone other than the Points of Contact may result in disqualification of a Response.**

Responses may not be submitted to the CPA Points of Contact. Follow the instructions for Response submission in Sections A.15 and A.16.

Primary Point of Contact - CPA Contract Specialist

Hadley Lowery, CTCD, CTCM

512-936-8489

Email: Hadley.Lowery@cpa.texas.gov

Secondary Point of Contact

Statewide Contract Development (SCD)

Email: spd.contractdev@cpa.texas.gov

If no response is received from the primary point of contact within one business day, Respondent may contact SCD at the email address listed above.

After Contract award, all communications relating to the Contract must be submitted to Statewide Contract Management at spd.cmo@cpa.texas.gov.

A.11.5 Documents and Attachments Included with this Solicitation

The Solicitation package includes the following documents:

1.	Part A: Special Instructions (this document)
2.	Part B: General Instructions and Contract Terms and Conditions
3.	Attachment A - Execution of Response (with authorized signature) Attachment B - Respondent Information Attachment C - Preferences Attachment D - Insurance Statement of Intent Attachment E - Self Insured Retention (only if using SIR)
4	Attachment F - Requirements and Specifications
5.	Mandatory Price Sheet in both .xml and .xlsx format (.xml is preferred)

A.12 DISCLOSURE OF INTERESTED PARTIES

If CPA determines that Texas Government Code § 2252.908 may apply to a Contract award, CPA will instruct the Respondent to disclose interested parties to the Texas Ethics Commission (TEC) and CPA. A Respondent subject to this requirement must (1) complete TEC Form 1295, Certificate of Interested Parties at <https://ethics.state.tx.us/filinginfo/1295/> (2) submit the form online to TEC, (3) print the completed form that includes the Certificate Number automatically assigned by TEC, and (4) submit the form, signed by its authorized agency, by email to CPA.

If a Respondent does not timely submit a completed and signed TEC Form 1295 to CPA, CPA is prohibited by law from executing a contract, even if the potential awardee is otherwise eligible for award. CPA may award the contract to another vendor. CPA may seek appropriate damages for Respondent's failure to comply with this requirement.

A.13 EVALUATION OF RESPONSE

A.13.1 Responsiveness

CPA may waive minor or immaterial requirements in the submission process. CPA will disqualify any Response that does not conform to the Solicitation requirements in any material respect as nonresponsive. For example, failure to sign the Execution of Response (Attachment A) or failure to submit the Mandatory Price Sheet will result in disqualification.

A.13.2 Risk of Non-performance

CPA may disqualify a Respondent if there is an unacceptable risk that it will fail to perform the Contract. The Respondent bears the burden of establishing:

- (1) ability, capacity, and skill to perform the contract or provide the service required;
- (2) ability to perform the contract or provide the service promptly, or in the time required, without delay or interference;
- (3) character, responsibility, and integrity;
- (4) current compliance with laws relating to the contract or service;
- (5) sufficient financial resources to perform the contract and provide the service; and
- (6) conformity to all material specifications required in this Solicitation.

CPA may consider any source of information that it deems reliable.

Vendor Performance Data. CPA will consider a vendor's past performance in compliance with applicable provisions of Texas Government Code, §§ 2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. The following examples indicate poor performance:

- (1) A score of less than a C in the Vendor Performance Tracking System;
- (2) Currently under a corrective action plan for a CPA contract;
- (3) Repeated negative Vendor Performance Reports for the same stated reason;
- (4) A record of repeated non-responsiveness to vendor performance issues; and
- (5) Cancellation of purchase orders in the previous 12 months for non-performance, such as late delivery.

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

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

Vendor Performance may also be used to determine whether a vendor has sufficient resources and the ability to perform.

Investigations. CPA may examine sources of information including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts, media reports, press releases, internet searches, or third-party databases. CPA may request additional information from the Respondent. Failure to provide requested information may disqualify the Respondent. Any such investigations shall be at the sole discretion of CPA.

A.13.3 Best Value

CPA will determine best value for the state as directed by Texas Government Code § 2155.074. CPA will consider compliance with specifications, purchase price, and risk of vendor non-performance as described in A.13.2 above. Delivery ARO may be reviewed as a best value factor. If extended delivery timeframes have an impact on the State, the Response may not be considered for award.

A.13.4 Ties

CPA may break a tie by applying preferences under state law that were claimed in the Response. If no preference applies, CPA may award tied items to a randomly selected Respondent that offers best value.

A.14 AWARDS

A.14.1 Award Approach

CPA intends to make an award to the vendor providing the best value to the state for each line item. This may result in awarding different line items to different vendors.

A.14.2 Non-award

CPA may reject all Responses at its discretion. Submission of Response confers no legal rights upon any Respondent.

A.14.3 Award Notice

If the Solicitation is awarded, CPA will issue a Notice of Award to the successful Respondent(s). The Notice of Award will be transmitted via email to the Authorized Respondent Representative.

A.14.4 Substitutions

The Contractor shall not substitute a contract item or brand without prior written approval from Statewide Contract Management.

A.15 ORGANIZATION OF THE RESPONSE FOR SUBMISSION

A.15.1 Confidential/Proprietary Information

If any material in the Response is confidential or proprietary, Respondent must clearly mark those pages as “confidential” in bold type. Additionally, Respondent must include a statement on company letterhead identifying all Response sections and specific pages that have been marked as confidential and explain why the information is excepted from public disclosure under the provisions of the Texas Public Information Act. **Respondent must also provide a redacted copy of any Response document marked confidential or proprietary.** A blanket claim that the entire Response is protected from disclosure because it contains some proprietary information is not sufficient and may make the entire Response subject to release under the Act. Any information not clearly identified as confidential may be disclosed.

See also Section B.2.4 of Part B of this Solicitation for additional terms and conditions related to the Public Information Act.

A.15.2 Attachment A - Execution of Response

Respondent must complete, sign, and submit the Execution of Response – Attachment A. **Failure to complete, sign, and submit this form will disqualify the Response.**

A.15.3 Attachment B - Respondent Information

Respondent must provide all requested information on Attachment B and submit the form with Response.

A.15.4 Attachment C - Preferences

Respondents should review this attachment and complete it. CPA will apply preferences as required by law.

A.15.5 Attachment D – Insurance Statement of Intent

Each Response must include the Insurance Statement of Intent relating to insurance coverage required in Section A.6.

A.15.6 Attachment E – Self Insured Retention Certification and Request for Approval

Only if the Respondent has elected for Self Insured Retention on any required insurance coverage (reference Part A, Section A.6), the Respondent should complete and return Attachment E - Self Insured Retention Certification and Request for Approval with its Response.

A.15.7 Mandatory Price Sheet

Respondent must complete the Mandatory Price Sheet and return with Response in the format requested. **CPA will disqualify Responses received without the Mandatory Price Sheet.** Respondent should not manipulate or modify the price sheet, other than by entering the requested information in the provided spaces. Alteration to the Mandatory Price Sheet may lead to disqualification. If Respondent represents multiple brands or has multiple qualifying models with different pricing, Respondent may submit multiple bids for a single line item by submitting multiple Mandatory Price Sheets.

The Mandatory Price Sheet is available in two formats, .xml and .xlsx. Respondent can select either format (.xml version is preferred). Respondents should submit only one Mandatory Price Sheet unless submitting a separate Response for multiple brands or models.

A.15.8 Negotiations, Assumptions, and Exceptions

The inclusion of assumptions in a Response may render it nonresponsive. No assumptions should be included in a Response. Instead, Respondent should seek to clarify a section of the Solicitation as needed through the question-and-answer process in Section A.11.3.

CPA is statutorily prohibited from negotiating IFB terms or conditions under most circumstances. Accordingly, CPA must disqualify any Response with exceptions or assumptions under most circumstances. CPA must disqualify any Response that includes exceptions that materially change the specifications. Instead of including exceptions, Respondent should request any desired modifications to the solicitation through the question-and-answer process in Section A.11.3. CPA, as a state agency, is prevented by the Texas Constitution from indemnifying vendors. The Respondent should not request CPA or Customers to indemnify it.

On company letterhead or in a Microsoft Excel® spreadsheet, the Respondent must clearly identify each exception taken, noting the specific Solicitation section number, section title, detailed description of exception taken, and Respondent's proposed alternate language using the following format:

Section	Section Title	Exception	Proposed Language

CPA may reject an incomplete exception without consideration. **If there are no exceptions, the Response should explicitly state that the Respondent takes no exceptions.**

A.15.9 Manufacturer's Price List

Reference Section A.4 – Pricing

Respondents using Manufacturer's Price List (MPL) or Alternative Cost Documentation as their price adjustment method should include the required documentation with their Response, as stated in section A.5.2 - Price Adjustment Calculation.

A.15.10 Signed Addenda to Solicitation

Respondent shall submit signed copies of all Solicitation addenda, if any, with its Response.

A.16 SUBMITTING THE RESPONSE TO CPA

The Response must clearly state the Response Due Date and Time identified on the Cover Page, Schedule of Events, and be titled: **Response Submitted for IFB 304T-27-175A1.1 Proprietary Chemical Laboratory Supplies.**

A.16.1 Electronic Submission (Preferred)

Use the following email address to submit a Response electronically:

SPD.ebids@cpa.texas.gov

The email subject line should contain the Solicitation number and title as indicated on the cover page. The Respondent is solely responsible for ensuring that its Response is received by CPA before the deadline at the proper destination server. **It is recommended that Respondent begin the process well in advance of 1:30 p.m. on the due date.**

CPA recommends a limit of 10 MB of attachments per email. To meet this limit, a Response may be split into multiple emails. In addition, please be aware that your internet service provider may limit the size of attachments to outgoing emails.

All documents should be submitted in Microsoft Office® formats (Word® and Excel®) or in a form that may be read by Microsoft Office® software. **Respondent must submit the price sheet electronically in its original format even if Respondent submits a hard copy of its Response.** Any documents with signatures shall be submitted as an Adobe® portable document format (pdf) file. **Responses in other formats may be disqualified.**

CPA takes no responsibility for electronic Responses that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software. To confirm receipt of electronic submissions, contact Data Management Help DM.Help@CPA.Texas.Gov for email confirmation.

Encrypted documents or links to documents on an external server are not allowed without prior written approval from CPA.

A.16.2 Hard Copy Submission

In lieu of electronic submission, CPA currently accepts hard copy Responses. Respondent must submit one original signed paper copy; however, the Mandatory Price Sheet should be submitted in the electronic format requested.

CPA will document receipt of hard copy Responses with a time stamp.

Submit Responses by Overnight/Express Mail (8:15 a.m. - 4:45 p.m.) to:

Attn: Statewide Procurement
Statewide Contract Development
Room 174-A (CPA Mailroom, N.E. Back Dock)
1711 San Jacinto Blvd.
Austin, TX 78701