

**SAN ANTONIO FLOOD MONITORING AND ALERTING SERVICES
PUBLICATION**

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1. SCOPE:

This SOW is to provide services for the maintenance, repair, monitoring and data reporting for flood warning devices.

2. LOCATION(S):

Are specified on Attachments B – San Antonio District Map and C – List of Existing Flood Control Monitoring Sites for San Antonio District. TxDOT reserves the right to add or delete facilities serviced under the contract. TxDOT will provide 30 calendar day(s) written notice to the vendor for locations to be deleted or of any additional locations requiring service within the same area or region.

3. DEFINITIONS OF TERMS AND ACRONYMS:

- 3.1. BPO – Blanket Purchase Order
- 3.2. BPOR – Blanket Purchase Order Release – A written authorization to perform work under the contract listing the items of work to be performed and the cost based on the prices established in the BPO
- 3.3. Contract – Any Purchase Order (PO) or Blanket Purchase Order (BPO) resulting from this solicitation as listed in the Order of Precedence in the resulting PO or BPO
- 3.4. ESBD – Electronic State Business Daily
- 3.5. EOL – End-of-Life
- 3.6. FLSA – Fair Labor Standards Act.
- 3.7. HSE – High Sierra Electronics
- 3.8. PM – Project manager
- 3.9. POC – Point-of-Contact
- 3.10. SOW – Statement of Work
- 3.11. TAC – Texas Administrative Code
- 3.12. TxDOT – Texas Department of Transportation
- 3.13. Vendor – A respondent that is awarded a contract.

4. APPLICABLE LAWS AND STANDARDS:

Not Applicable

5. HISTORY OR BACKGROUND:

Not Applicable

6. CURRENT ENVIRONMENT:

TxDOT is currently utilizing HSE flood warning equipment sensors at various locations in the San Antonio District.

7. VENDOR QUALIFICATIONS:

The vendor must be a company or an individual engaged, or whose partners are engaged in the business of providing flood warning equipment for a minimum of 3 years within the past 5 years. Years of experience of an individual(s) or partner(s) with a minimum of 25% ownership of the company can be applied to the company's years in business.

8. VENDOR PERSONNEL QUALIFICATIONS AND RESPONSIBILITIES:

The vendor must provide the following personnel with the listed qualifications:

8.1. PM must have a minimum of 3 years' experience within the past 5 years in the services identified in the Scope of Work.

8.1.1. Be primarily responsible for the daily operations of the service in accordance with the requirements of the contract.

8.1.2. PM must be a permanent staff employee and serve as a constant primary POC for TxDOT and be accessible 24/7 by phone for service or emergency calls.

8.2. FIELD TECHNICIANS must have a minimum of 2 years' experience within the past 5 years in the services identified in the Scope of Work and must have the knowledge to develop and implement the service requirements.

8.3. All personnel who will be driving to and from TxDOT work locations must:

8.3.1. Possess a valid driver license acceptable in the state of Texas.

8.3.2. Have no Driving Under Influence (DUI) or Driving While Intoxicated (DWI) incidents on driving record within the past three years.

8.3.3. Have no more than two moving violations on driving record within the past three years.

NOTE: TxDOT reserves the right to request proof of qualifications.

9. SERVICE REQUIREMENTS:

Reference Attachment A – Service Requirements

10. MATERIALS OR PARTS PRICING:

If listed as a line item on the solicitation, vendor must provide all parts necessary to complete the work as allowed under the service requirements. Vendor must provide a cost estimate to the designated TxDOT representative prior to purchasing parts. Parts will be paid at actual cost plus the percentage mark-up listed on the Pricing Schedule as approved by the designated TxDOT representative.

11. MISCELLANEOUS EQUIPMENT:

Not Applicable

12. VENDOR DELIVERABLES:

Not Applicable

13. PROJECT SCHEDULE:

Not Applicable

14. WARRANTY REQUIREMENTS:

14.1. **PERFORMANCE WARRANTY:** Work performed under the contract must meet all applicable standards and codes. The vendor must guarantee all work included in the contract against any defects in workmanship and satisfactorily correct, at no cost to TxDOT, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance by TxDOT.

14.2. **MATERIAL WARRANTY:** Materials provided under the contract must be in current production, as offered to commercial trade, and be of quality material. Used, shopworn, demonstrator, prototype, reconditioned, or discontinued materials are not acceptable. Materials must be warranted against material defects and defects in workmanship for a period of not less than 12 months and cover 100% parts and labor. The warranty period shall commence upon date of acceptance by TxDOT. If the manufacturer's standard warranty period exceeds 12 months, then the standard warranty period shall be in effect. The vendor shall be ultimately responsible for the warranty. The vendor must provide the designated TxDOT representative with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

15. VENDOR PERFORMANCE:

Vendor performance will be monitored on a regular basis by TxDOT.

15.1. An unsatisfactory performance determination includes, but is not limited to:

15.1.1. One service "call back" to correct the same problem within 30 calendar days.

15.1.2. Failure to deliver any portion of work.

15.1.3. One instance within one year of vendor personnel assigned to an authorized service call not having the state license and certification required to diagnose the problem and perform the repair.

15.1.4. Two instances within one year of response time, as defined in this SOW to an authorized service call exceeding the two-hour limit.

15.1.5. Any requirement not met as outlined in the service requirements determined by TxDOT

NOTE: Unsatisfactory performance may result in a negative vendor performance report, or cancellation of the contract or both, in addition to any other rights, liquidated damages and remedies provided by the contract or allowed by law.

15.2. An exceptional performance determination includes, but is not limited to:

15.2.1. Deliverables made early upon TxDOT personnel request.

15.2.2. Product upgrade substitution suggested and accepted at no additional cost to TxDOT

15.2.3. Vendor commended for exceptional customer service, exceptional service provided.

15.2.4. Provided technical, training, and set-up assistance when not required

16. CONTRACT REMEDIES:

In the event of a breach of contract or non-performance by the vendor, compensatory damages may be assessed at TxDOT's discretion as outlined below. If damages are assessed the vendor may reimburse TxDOT by discount, credit, refund, or waived fees as applicable and outlined in the service requirements.

16.1. LIQUIDATED DAMAGES:

In the event the vendor fails to provide the specified service to TxDOT as specified (Reference Paragraph 9 of SOW), TxDOT may, at its sole discretion, require the vendor to pay damages not to exceed 25% of the deliverable as specified in the contract. Any deliverable that is more than 5 calendar days late will be grounds for liquidated damages. Delays in deliverables caused by reasons outside the vendor's control are not subject to liquidated damages.

This provision is not intended as a penalty but as liquidated damages.

17. PERSONNEL CONTINUITY AND REPLACEMENT:

17.1. The PM must remain available for the entire term of the contract as long as that individual is employed by the vendor.

17.2. TxDOT recognizes that events beyond the control of the vendor such as the death, physical or mental incapacity, long-term illness, or the voluntary termination of employment of the PM will require the vendor propose a replacement. Vendor must notify TxDOT within 24 hours after the vendor is made aware of such a situation.

17.3. Proposed replacement personnel must:

17.3.1. Be submitted to TxDOT within 15 calendar day(s) of notification resulting from sub-paragraphs 17.1. or 17.2. above.

17.3.2. Meet minimum qualifications and have experience comparable to the person(s) being replaced. Resume(s) and reference(s) may be requested for the proposed replacement(s).

17.3.3. Be provided at no additional cost to TxDOT.

17.3.4. Not begin work on the project without prior written approval from TxDOT.

NOTE: TxDOT may reject any replacement if references or past working performance is questionable or unfavorable. TxDOT will be the sole judge of the qualifications of the proposed replacement personnel.

18. QUALITY ASSURANCE PLAN:

Not Applicable

19. BUSINESS CONTINUITY AND DISASTER RECOVERY PLAN:

Upon request of TxDOT, vendor must provide copies of its most recent business continuity and disaster recovery plans. Business continuity and disaster recovery plan must:

- 19.1. Document a structured approach that describes the procedures that will be implemented to quickly resume work and fulfill all requirements of the contract after a disruption of business due to: fire, theft, natural disaster, technical difficulty, workforce problems, equipment failure, or other unplanned incident.
- 19.2. Be maintained throughout the term of the contract. The vendor shall be responsible for all cost-of-disaster recovery.

20. TRAVEL:

All travel and per diem must be included in the unit price.

21. MOBILIZATION:

Mobilization is defined as the set-up of necessary equipment delivered to a project site to prepare for the required services to begin. TxDOT will pay a one-time lump sum fee (Reference Pricing Schedule).

22. TRIP CHARGE:

Not Applicable

23. ADDITIONAL INVOICING INSTRUCTIONS:

The vendor must:

- 23.1. Invoice in accordance with Paragraph 4.03 of the Terms and Conditions attached and include the additional information listed below:

- 23.1.1. Location of Service

- 23.1.2. Technician's Name

- 23.1.3. Labor hours and rates detailed on each vendor invoice.

- 23.1.4. Partial hours will be paid by rounding to the nearest half-hour as shown below:

- 23.1.4.1. Less than 15 minutes – round to zero hours.

- 23.1.4.2. Fifteen (15) minutes to 45 minutes (inclusive) – round to 1/2 hour.

- 23.1.4.3. Greater than 45 minutes – round to 1 hour.

- 23.2. Documentation validating the invoice charges must be emailed to the designated TxDOT representative and include, but not be limited to:

- 23.2.1. Monthly Maintenance Report (Reference Paragraph 2.1., Attachment A – Service Requirements)

24. TxDOT RESPONSIBILITIES:

TxDOT will:

- 24.1. Provide a contract manager.

- 24.2. Provide a POC.
- 24.3. Monitor vendor performance.
- 24.4. Review and approve cost estimates prior to authorization to begin work.
- 24.5. Review and approve Monthly Routine Maintenance, monitoring, repair or replacement plans.

25. TRANSITION OF TxDOT PROPERTY:

TxDOT will provide assistance as needed for the efficient and smooth transfer of all TxDOT property, including but not limited to: Publications, documents, property, equipment, and other material to which TxDOT retains ownership rights related to work provided under a previous or current contract.

- 25.1. BEGINNING PHASE: The vendor shall, at the request of TxDOT, be responsible for contacting the previous vendor to request the transfer of all TxDOT property. The transition of TxDOT's property must occur within an agreed-upon time frame to assure the new vendor can begin providing services as required by TxDOT.
- 25.2. CANCELLATION OR TERMINATION OF THE CONTRACT: At the end of the contract term or if the contract is cancelled by either party, the vendor(s) must return all TxDOT property to TxDOT or transfer all TxDOT property to the TxDOT designated vendor(s) immediately upon TxDOT's request.

26. CONTRACT ADMINISTRATION:

Administration of the contract is a joint responsibility of the TxDOT contract manager and TxDOT purchasing staff. Purchasing staff will be responsible for administering the contractual business relationship with the vendor.

- 26.1. Any proposed changes to work to be performed, whether initiated by TxDOT or the vendor, must receive final written approval in the form of a Purchase Order Change Notice signed by the authorized TxDOT purchasing staff.
- 26.2. Upon issuance of contract, TxDOT will designate an individual to serve as the contract manager and POC between the agency and the vendor. The contract manager does not have any express or implied authority to vary the terms of the contract, amend the contract in any way, or waive strict performance of the terms or conditions of the contract. This individual's contract management responsibilities include, but are not limited to:
 - 26.2.1. Monitoring the vendor's progress and performance and ensuring services conform to established specification requirements.
 - 26.2.2. Managing the financial aspects of the contract including approval of payments.
 - 26.2.3. Meeting with the vendor as needed to review progress, discuss problems, and consider necessary action.
 - 26.2.4. Identifying a breach of contract by assessing the difference between contract performance and non-performance.
 - 26.2.5. Other areas as identified by the State of Texas Procurement and Contract Management Guide version 4.0.

Attachment A – Service Requirements

1. SERVICE REQUIREMENTS: The vendor must:
 - 1.1. Provide all required safety equipment and instruct personnel to observe all safety policies, rules, and requirements at all times.
 - 1.2. Provide a primary POC.
 - 1.3. Conduct driver license checks annually on vendor staff that drive to and from TxDOT work locations to verify compliance.
 - 1.4. Provide an updated list of all vendor personnel or subcontractors at each job site and comply with all security measures required by TxDOT.
 - 1.5. Make arrangements with the designated TxDOT representative prior to off-loading tools and equipment at the job site.
 - 1.6. Only park in locations assigned by the designated TxDOT representative.
 - 1.7. Not use restrooms for washing tools and equipment.
 - 1.8. Ensure at least one vendor personnel is fluent in English with the ability to receive, give, and understand written and oral instructions.
 - 1.9. Ensure personnel are not excessively loud.
 - 1.10. Ensure personnel do not use personal multi-media devices while performing services for TxDOT unless furnished by the vendor to facilitate communication with TxDOT or the vendor.
 - 1.11. Conduct background checks using statewide DPS, Texas, and out-of-state county equivalent verification of criminal and sex offender background checks on all vendor's permanent and temporary personnel scheduled to work on TxDOT projects prior to beginning service start-up. Upon award, supporting documentation confirming the completion of these comprehensive background checks may be subject to review upon request by TxDOT or the TxDOT designee, or both, prior to beginning the service. Failure to produce the requested documentation may be cause for cancellation of the contract. Background checks must be within the last year of contract execution date and must be completed on any new employees throughout the life of the contract. The background checks must include, but not be limited to, the following:
 - 1.11.1. Social Security number verification.
 - 1.11.2. Statewide criminal and sex offender records for all Texas counties and out-of-state county equivalents based on the current and previous addresses of the applicant for the past seven years.
 - 1.12. Begin work within 5 business days after the issuance of written authorization from the authorized TxDOT representative.

Attachment A – Service Requirements

- 1.13. Provide additional services necessary to complete work. Additional services are identified as work needed to return the equipment or work area, or both, to its properly functioning or original condition. Additional services may include, but not be limited to, code upgrades, installations, fabrication work, sheet-metal work, painting and drywall, electrical, concrete, or flooring repair.

These services must be billed at the same rates bid by the respondent. The vendor must provide a cost estimate including all materials, labor, and equipment required to perform the additional services to the designated TxDOT representative not to exceed \$10,000. TxDOT will review and approve or deny the additional service. TxDOT reserves the right to obtain service under a separate contract if it serves the best interest of TxDOT.
- 1.14. Maintain all existing HSE flood warning equipment and monitor each location listed in the Pricing Schedule in accordance with the approved maintenance and monitoring plan. Monitoring methods may include, but are not limited to, site visits and visual inspections of equipment.
- 1.15. Respond to TxDOT notifications of high water or flooded roadway system malfunctions within one (1) business day. Notification methods may include alerts, 24/7 monitoring systems, or direct communication from TxDOT. Alerts shall consist of email and/or text message notifications to the designated TxDOT representative when water levels reach predefined trigger thresholds as measured by flood warning devices.
- 1.16. Submit a monthly routine maintenance and monitoring plan to the designated TxDOT representative for review and approval by the first Monday of each month. The plan must address all applicable locations and planned activities for the upcoming monthly period.
- 1.17. Ensure that communications supporting alerts and notifications remain active and reliable at all times and do not impair response requirements.
- 1.18. Ensure that all devices support, at a minimum, the following functionality: GEN conformance group including sensor configuration data; POL or ASY conformance group enabling device polling via push or pull methods; and ALM-GEN conformance group enabling alarm generation. Upon initial connection, the current alarm status of all devices shall be reported.
- 1.19. Ensure that beacon DC supply voltage and all flood warning equipment are maintained in accordance with the approved maintenance schedule, where applicable.
- 1.20. Perform maintenance or repairs for any equipment malfunction only with prior approval from the designated TxDOT representative. If repair or replacement is required, the Contractor must submit a cost estimate that includes the proposed repair or replacement plan and schedule, estimated lead times for parts, anticipated duration of any service outages, and a detailed cost estimate in accordance with the Pricing Schedule.

Attachment A – Service Requirements

- 1.21. Submit a Maintenance or Repair Report documenting actions taken to restore the equipment to proper working order or original condition. (Reference Paragraph 2.)
- 1.22. Data and Interface Reporting – Provide data to TxDOT in the required format to ensure optimal system interface and alert functionality. All devices must communicate with TxDOT's Lonestar software using the TxDOT Environmental Sensor Station (ESS) Protocol. All data transmission shall be supported by Vendor-maintained cellular communications services and shall not require TxDOT-provided network connectivity.
2. REPORTS: Reports as requested by TxDOT. Reports and formal standards will be approved by TxDOT and must be delivered to the designated TxDOT representative by the first Monday of each month, unless otherwise approved in writing by TxDOT. Reports include, but are not limited to, the following:
 - 2.1. Data and Interface Reporting - Provide a continuous and reliable data interface that enables TxDOT's Lonestar software to obtain required system data on a continuous basis.

All devices must communicate with TxDOT Lonestar using the TxDOT Environmental Sensor Station (ESS) Protocol and comply with all applicable TxDOT-provided XML schemas, interface definitions, and validation requirements.

The vendor must maintain all XML data feeds in an operational state at all times and ensure that data remains accurate, complete, and continuously available. Any interruption, degradation, or non-conformance that impacts data availability or system integration must be corrected promptly to restore full functionality.

Provide notification to TxDOT upon detection of any interruption or degradation that impacts the availability or integrity of the Lonestar data feed. The notification must be sent to the designated TxDOT representative and include a description of the issue and the anticipated timeframe for restoration.

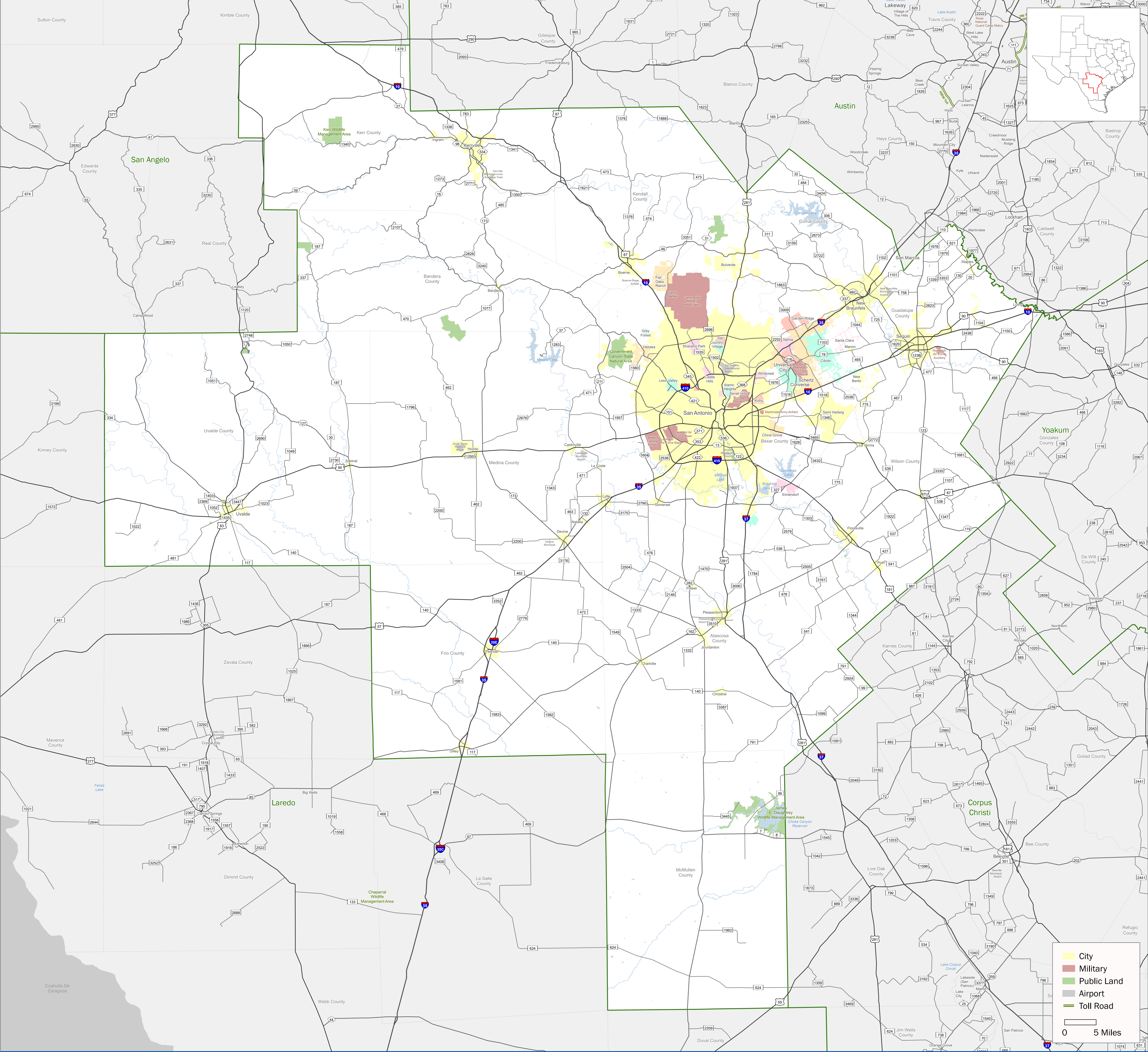
The ESS protocol documentation, XML schemas, and applicable tester utilities must be obtained from TxDOT-approved sources and used to validate ongoing compliance.
 - 2.2. Monthly Maintenance Report – Provide a Maintenance Report that includes actions taken to restore the equipment to proper working order or original condition (Reference Paragraph 1.16.).
 - 2.3. Repair Report – Provide a Maintenance or Repair Report that includes actions taken to restore the equipment to proper working order or original condition
3. EOL OR OBSOLETE FLOOD WARNING EQUIPMENT: The vendor must:
 - 3.1. Notify TxDOT, in writing, no less than 90 calendar days prior to EOL date.

Attachment A – Service Requirements

- 3.2. The notice must include:
 - 3.2.1. Official EOL date.
 - 3.2.2. Manufacturer documentation supporting the EOL designation.
 - 3.2.3. Recommended replacement hardware with equivalent or improved specifications.
- 3.3. Provide a comparative analysis of replacement hardware, including performance benchmarks, lifecycle expectations, and cost implications.
- 3.4. Coordinate with TxDOT to schedule evaluation units for testing and validation.
- 3.5. Submit a transition plan that includes replacement HSE flood warning equipment lead time(s), installation support, and decommissioning procedures for obsolete unit(s).
- 3.6. Provide updated warranty and support documentation for the replacement hardware.

Attachment B - San Antonio District Map

STATEMENT OF WORK
TxDOT 953-45-69469
Dated: June 2026



ATTACHMENT C
LIST OF EXISTING FLOOD CONTROL MONITORING SITES FOR SAN ANTONIO DISTRICT

Bandera County: RR 187 @ Sabinal River, Bandera, TX

Bandera County: FM 1283 @ Mescal Creek, Bandera, TX

Bexar County: US 281 @ Basse Road, San Antonio, TX

Bexar County: FM 1937 @ Medina River, San Antonio, TX

East Bexar County: IH 35 @ Salado Creek, San Antonio, TX

East Bexar County: IH 410 @ Salado Creek, San Antonio, TX

West Bexar County: IH 35 @ Leon Creek, San Antonio, TX

West Bexar County: US 90 @ Leon Creek, San Antonio, TX

Comal County: FM 1863 @ Cibolo Creek, New Braunfels, TX

Guadalupe County: FM 2538 @ Cibolo Creek, Seguin, TX

Guadalupe County: FM 2438 @ Mill Creek, Seguin, TX

Kendall County: FM 473 @ Sister Creek, Boerne, TX

Kerr County: SH 39 @ Guadalupe River, Kerrville, TX

Kerr County: FM 1338 @ Bullard, Kerrville, TX

Kerr County: FM 1340 @ Hope Crossing, Kerrville, TX

Kerr County: FM 1340 @ Mayhugh Crossing, Kerrville, TX

Kerr County: FM 1350 @ Government Crossing, Kerrville, TX

Kerr County: FM 394 @ Guadalupe River, Kerrville, TX

Kerr County: SH 39 @ Panther Creek, Kerrville, TX

Kerr County: SH 39 @ Smith Crossing 1, Kerrville, TX

Kerr County: SH 39 @ Smith Crossing 2, Kerrville, TX

ATTACHMENT C
LIST OF EXISTING FLOOD CONTROL MONITORING SITES FOR SAN
ANTONIO DISTRICT

Uvalde County: RM 1050 @ Blanket Creek, Utopia, TX

Uvalde County: FM 1051 @ Dry Frio River 1, Uvalde, TX

Uvalde County: FM 1051 @ Dry Frio River 2, Uvalde, TX

Uvalde County: FM 1051 @ Dry Frio River 3, Uvalde, TX

Uvalde County: FM 1051 @ Dry Frio River 4, Uvalde, TX

Uvalde County: RM 1050 @ Sabinal River, Uvalde, TX

Uvalde County: RM 1050 @ Salt Marsh Creek, Uvalde, TX

Uvalde County: RM 1050 @ Cherry Creek, Uvalde, TX

Uvalde County: SH 127 @ Brushy Creek, Uvalde, TX

Uvalde County: SH 127 @ Frio River, Uvalde, TX