



## INSTRUCTIONS TO RESPONDENTS

THE ATTACHED SOLICITATION SHOULD BE RETURNED AS FOLLOWS:

Place a label in the lower left-hand corner of all sealed envelope(s) or box(es) as shown in the below example.

Bid No.: 601330000006426  
Bid Opening: 03/09/2016 @ 3:00 p.m.  
Purchaser: Maria L. Felan

**HAND DELIVERY**

or

**COURIER SERVICE, UNITED STATES POSTAL SERVICE, FEDERAL EXPRESS,  
UNITED PARCEL SERVICE OR OTHER MAIL DELIVERY SERVICE**

Texas Department of Transportation

Procurement Division

8350 Eastex Freeway

Beaumont, Texas 77708-1701

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### USE OF NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING CODE

The Texas Department of Transportation (TxDOT) uses the National Institute of Governmental Purchasing, Inc., (NIGP) code to standardize purchases by conforming to the class, item, and group structure of the code. The NIGP code is used to select vendors for our master vendor file from the Texas Comptroller of Public Accounts (CPA) Centralized Master Bidders List (CMBL).

New suppliers and other vendors wishing to furnish materials, equipment, supplies and services to TxDOT should apply to be on the CMBL to receive bidding opportunities.

Existing TxDOT vendors need only be concerned that the information listed on the CMBL file is correct, and that the applicable NIGP class and item are selected for those you can provide.

*CMBL information is available online at: <http://www.window.state.tx.us/procurement/prog/cmb/>, or by phoning 1-512-463-3459.*

***Early Payment Program** - TxDOT is offering an important program to all respondents that provide prioritized invoice processing and payments (prior to the 30th day after receipt of a correct invoice). The program provides enrolled vendors enhanced benefits from improved invoice processing to priority handling to cash advancement and technology efficiencies.*

*Respondents offering a cash discount in exchange for TxDOT's priority invoice processing and early payment agreement, should complete and return the attached form entitled "Priority Invoice and Early Payment Program" with the response.*

Additional information may be found at the following website: <http://www.txdot.gov/business/vendors/epg.html>.

Revised 10/02/2015



# INVITATION FOR BID

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02/03/2016

SOLICITATION NO: 601330000006426

OPENING DATE 03:00 PM Mar 09, 2016

<b>To:</b>	<b>Return Sealed Response To:</b>
<b>Vendor Name:</b>	See Body of Solicitation for Specific Return Instructions

**VENDOR ID:****BUYER:** Felan, Maria  
**PHONE:** 409/898-5750

Shows opening date and number in lower left hand corner of sealed response envelope and show return address of vendor.

Vendor agrees to comply with the solicitation below and all terms and conditions.

F.O.B. destination means vendor retain title to goods until delivered and the price quoted includes all freight charges.

Delivery in \_\_\_\_\_ Days  
Cash Discount \_\_\_\_\_ % \_\_\_\_\_ Days**QUOTE F.O.B. DESTINATION**

Item No.	Item Description	Quantity	Unit	Make/Model	Unit Price	Extended Price
1	<p><b>SHIP TO THE FOLLOWING LOCATION UNLESS OTHERWISE NOTED PRO - EAST FIELD AREA</b></p> <p>United States SEE SPECIFIC INSTRUCTIONS FOR EACH LINE ITEM</p> <p>91060401006 PLUMBING MAINTENANCE AND REPAIR SERVICESLICENSED COMMERCIAL JOURNEYMAN PLUMBER,REGULAR HOURS</p> <p><b>SHIP THIS ITEM TO THE FOLLOWING LOCATION United States</b></p> <p>Plumbing maintenance and repair services; Licensed commercial Journeyman Plumber, regular hours</p> <p>* ENTER TOTAL COST FROM SCHEDULE 1 PRICING - (ENTER ON EXTENDED COST COLUMN)</p> <p>Once the award is made, the unit of measure will be converted to service or parts units (SVC or PRT) in the amount TxDOT estimates to spend.</p> <p>Each SVC or PRT (Service or Part Unit) is priced at \$1.00. A SVC or PRT is a TxDOT internal system unit of measure. Vendor will invoice at the price(s) indicated on the pricing schedule for work authorized.</p>	1.00	EA			

**IF RESPONDING, FORM MUST BE SIGNED. IF NOT RESPONDING, DO NOT RETURN THIS FORM.****Failure to sign  
will disqualify  
response.**

Authorized Signature \_\_\_\_\_

Date \_\_\_\_\_

Printed Name \_\_\_\_\_

By signing solicitation, respondent certifies that if the Texas address is shown as the address of the respondent, respondent qualifies as a Texas Bidder as defined in 34 TAC Rule 20.32.



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QUOTE F.O.B. DESTINATION						
Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
2	<p>91060401055 PLUMBING MAINTENANCE AND REPAIR SERVICESLICENSED COMMERCIAL JOURNEYMAN PLUMBER, OFF-SHIFT HOURS.</p> <p><b>SHIP THIS ITEM TO THE FOLLOWING LOCATION</b> United States</p> <p>Plumbing maintenance and repair services. Licensed commercial Journeyman Plumber Off Shift Hours</p> <p>* ENTER TOTAL COST FROM SCHEDULE 1 PRICING - (ENTER ON EXTENDED COST COLUMN)</p> <p>Once the award is made, the unit of measure will be converted to service or parts units (SVC or PRT) in the amount TxDOT estimates to spend.</p> <p>Each SVC or PRT (Service or Part Unit) is priced at \$1.00. A SVC or PRT is a TxDOT internal system unit of measure. Vendor will invoice at the price(s) indicated on the pricing schedule for work authorized.</p>	1.00	EA			
3	<p>91060401204 PLUMBING MAINTENANCE AND REPAIR SERVICESAPPRENTICE PLUMBER, REGULAR HOURS</p> <p><b>SHIP THIS ITEM TO THE FOLLOWING LOCATION</b> United States</p> <p>Plumbing maintenance and repair services; Apprentice regular hours</p>	1.00	EA			



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Delivery in \_\_\_\_\_ Days  
 Cash Discount \_\_\_\_\_ % \_\_\_\_\_ Days

## QUOTE F.O.B. DESTINATION

Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
4	<p>*ENTER TOTAL COST FROM SCHEDULE 1 PRICING - (ENTER ON EXTENDED COST COLUMN)</p> <p>Once the award is made, the unit of measure will be converted to service or parts units (SVC or PRT) in the amount TxDOT estimates to spend.</p> <p>Each SVC or PRT (Service or Part Unit) is priced at \$1.00. A SVC or PRT is a TxDOT internal system unit of measure. Vendor will invoice at the price(s) indicated on the pricing schedule for work authorized.</p> <p>91060401253 PLUMBING MAINTENANCE AND REPAIR SERVICES APPRENTICE PLUMBER, OFF-SHIFT HOURS.</p> <p><b>SHIP THIS ITEM TO THE FOLLOWING LOCATION</b> United States</p> <p>Plumbing maintenance and repair services; Apprentice Off Shift Hours</p> <p>* ENTER TOTAL COST FROM SCHEDULE 1 PRICING - (ENTER ON EXTENDED COST COLUMN)</p> <p>Once the award is made, the unit of measure will be converted to service or parts units (SVC or PRT) in the amount TxDOT estimates to spend.</p> <p>Each SVC or PRT (Service or Part Unit) is priced at \$1.00. A SVC or PRT is a TxDOT internal system unit of measure. Vendor will invoice at the price(s) indicated on the pricing schedule for work authorized.</p>	1.00	EA			
5	<p>91060409850</p>	1	LOT			



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Delivery in \_\_\_\_\_ Days  
 Cash Discount \_\_\_\_\_ % \_\_\_\_\_ Days

## QUOTE F.O.B. DESTINATION

Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	<p>PLUMBING MAINTENANCE AND REPAIR SERVICESMISCELLANEOUS PARTS (DISCOUNT FROM THECURRENT PUBLISHED MANUFACTURER'SSUGGESTED RETAIL PRICE LIST)</p> <p><b>SHIP THIS ITEM TO THE FOLLOWING LOCATION</b> United States</p> <p>Plumbing maintenance and repair services; misc. parts</p> <p>THIS LINE ITEM SHALL BE USED FOR MISCELLANEOUS PARTS NECESSARY TO COMPLETE SERVICES.</p> <p>BIDDER SHALL BID THIS ITEM BY INSERTING A PERCENT % DISCOUNT.</p> <p>PERCENT DISCOUNT _____ %</p> <p>FOR BID EVALUATION PURPOSES ONLY, THE SUM OF \$1,000.00 LESS THE PERCENT DISCOUNT WILL BE USED TO EVALUATE THIS ITEM. (less the percent discount will be used to evaluate this item)</p> <p>*Once the award is made, the unit of measure will be converted to Parts Units</p> <p>(PRT) in the amount TxDOT estimates to spend.</p> <p>*Each PRT is priced at \$1.00. A PRT is a TxDOT internal system unit of measure. Vendor will invoice at the price(s) indicated on the pricing schedule for work authorized.</p>					
6	<p>91060409801</p> <p>PLUMBING MAINTENANCE AND REPAIR SERVICESMISCELLANEOUS PARTS (DISCOUNT FROM THEPLUMBER'S PRICING MANUAL)</p>	1	LOT			



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Cash Discount \_\_\_\_\_ % \_\_\_\_\_ Days

## QUOTE F.O.B. DESTINATION

Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	<p><b>SHIP THIS ITEM TO THE FOLLOWING LOCATION</b> United States</p> <p>Plumbing maintenance and repair services; misc. services, paid at cost of actual service</p> <p>THIS LINE ITEM SHALL BE USED FOR MISCELLANEOUS PARTS NECESSARY TO COMPLETE SERVICES.</p> <p>BIDDER SHALL BID THIS ITEM BY INSERTING A PERCENT % DISCOUNT.</p> <p>PERCENT DISCOUNT _____ %</p> <p>FOR BID EVALUATION PURPOSES ONLY, THE SUM OF \$1,000.00 LESS THE PERCENT DISCOUNT WILL BE USED TO EVALUATE THIS ITEM. (less the percent discount will be used to evaluate this item)</p> <p>*Once the award is made, the unit of measure will be converted to Parts Units (PRT) in the amount TxDOT estimates to spend.</p> <p>*Each PRT is priced at \$1.00. A PRT is a TxDOT internal system unit of measure. Vendor will invoice at the price(s) indicated on the pricing schedule for work authorized.</p>					
7	<p>91060409702 PLUMBING MAINTENANCE AND REPAIR SERVICES MISCELLANEOUS SERVICES, PAID AT COST OF ACTUAL SERVICE</p> <p><b>SHIP THIS ITEM TO THE FOLLOWING LOCATION</b> United States</p>	1	LOT			



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QUOTE F.O B. DESTINATION						
Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	<p>Plumbing maintenance and repair services; misc. services paid at cost approved by TxDOT prior to service.</p> <p>THIS IS A NON BIDDABLE LINE ITEM</p> <p>THIS LINE ITEM SHALL BE USED FOR MISCELLANEOUS SERVICES NECESSARY TO COMPLETE SERVICES.</p> <p>Miscellaneous Services for Plumbing Maintenance and Repairs for TXDOT Beaumont District Zone 2 Locations. With TXDOT representative approval.</p> <p>MISCELLANEOUS SERVICES COST SHALL BE APPROVED BY THE DESIGNATED TXDOT REPRESENTATIVE.</p> <p>FOR BID EVALUATION PURPOSES ONLY, THE SUM OF \$1,000.00 WILL BE USED TO EVALUATE THIS ITEM.</p> <p>*Once the award is made, the unit of measure will be converted to Service Units (SVC) in the amount TxDOT estimates to spend.</p> <p>*Each SVC is priced at \$1.00. A SVC is a TxDOT internal system unit of measure. Vendor will invoice at the price(s) indicated to TXDOT Representative for work authorized.</p> <p><b>The following comments apply to the entire Solicitation</b> This solicitation is for services to provide Plumbing Maintenance and Repair services for the TXDOT Beaumont District various locations. Zone 2 Locations - Jasper Area Office and Maintenance Office, Liberty Area Office and Maintenance Office, Anahuac Maintenance Office, Newton Maintenance Office, Woodville Maintenance Office</p> <p><b>Term of Service:</b> Services shall commence upon issuance of the purchase order or as otherwise indicated on the purchase order for a</p>					





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QUOTE F.O.B. DESTINATION						
Item No.	Item Description	Quantity	Unit	Make/Model	Unit Price	Extended Price
	<p>period of 12 months with the option to renew for 3 additional like periods of time at the same terms and conditions plus any approved changes.</p> <p>This solicitation is posted on the Electronic State Business Daily (ESBD).</p> <p>It is the responsibility of the interested parties to periodically check the Electronic State Business Daily (ESBD) for updates to the procurement prior to submitting a response. The respondent's failure to periodically check the ESBD will in no way release the selected vendor from "Addenda or additional information" resulting in additional costs to meet the requirements of the solicitation.</p> <p>HTTP://ESBD.CPA.STATE.TX.US</p> <p>Service shall be performed in accordance with the documents noted below. In the event of any conflict, terms contained in the documents shall prevail in the order listed below:</p> <p>*Solicitation 601330000006426</p> <p>*Specification No. TxDOT 910-60-40, Revised November 2015</p> <p>With the following exceptions to the specifications:</p> <p>Delete Para. 22.</p> <p>*ATTACHMENT A - BEAUMONT DISTRICT FACILITY LOCATIONS Jasper Area Office and Maintenance Office, Liberty Area Office and Maintenance Office, Anahuac Maintenance Office, Newton Maintenance Office, Woodville Maintenance</p> <p>*SCHEDULE 1 - PRICING</p> <p>*SCHEDULE 2 - RESPONDENT QUALIFICATIONS AND EXPERIENCE</p> <p>*SCHEDULE 3 - RESPONDENT PERSONNEL QUALIFICATIONS AND REFERENCES</p> <p>*RESPONDENT REFERENCES</p>					





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QUOTE F.O.B. DESTINATION

Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	<p>*TXDOT TERMS AND CONDITIONS, REVISED DECEMBER 2014</p> <p>*PAYMENT SHALL BE IN ACCORDANCE WITH PART 4.04, PARA. (C) OF THE TXDOT TERMS AND CONDITIONS.</p> <p>* EARLY PAYMENT PROGRAM - TXDOT IS OFFERING AN IMPORTANT PROGRAM TO ALL RESPONDENTS THAT PROVIDE PRIORITIZED INVOICE PROCESSING AND PAYMENTS (PRIOR TO THE 30TH DAY AFTER RECEIPT OF A CORRECT INVOICE). THE PROGRAM PROVIDES ENROLLED VENDORS ENHANCED BENEFITS FROM IMPROVED INVOICE PROCESSING TO PRIORITY HANDLING TO CASH ADVANCEMENT AND TECHNOLOGY EFFICIENCIES.</p> <p>RESPONDENTS OFFERING A CASH DISCOUNT IN EXCHANGE FOR TXDOT'S PRIORITY INVOICE PROCESSING AND EARLY PAYMENT AGREEMENT, SHOULD COMPLETE AND RETURN THE ATTACHED FORM ENTITLED "PRIORITY INVOICE AND EARLY PAYMENT PROGRAM" WITH THE RESPONSE.</p> <p>ADDITIONAL INFORMATION MAY BE FOUND AT THE FOLLOWING WEBSITE: <a href="http://www.txdot.gov/business/vendors/EP.P.HTML">HTTP://WWW.TXDOT.GOV/BUSINESS/VENDORS/EP.P.HTML</a>.</p> <p>*PRIORITY INVOICE AND EARLY PAYMENT PROGRAM FORM</p> <p>*INSURANCE SHALL BE IN ACCORDANCE WITH PART 5.</p> <p>*INSURANCE REQUIRED: -WORKER'S COMPENSATION -COMMERCIAL GENERAL LIABILITY -BUSINESS AUTOMOBILE POLICY (COMMERCIAL AUTOMOBILE POLICY)</p> <p>*FORM 1560 CERTIFICATE OF INSURANCE FOR SERVICES</p> <p>Per part 5, Para. 5.01 of the TxDOT Terms and Conditions, the vendor shall provide the required TxDOT insurance form upon notice of award. Vendor shall not perform services under the purchase order until this form is received by TxDOT. Failure to provide proof of insurance within the time frame request by TxDOT may result in the vendor's response being declared non-responsive</p>					



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## QUOTE F.O.B. DESTINATION

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	<p>and the purchase order being awarded to the next responsive, responsible respondent.</p> <p>QUANTITIES ARE ESTIMATES ONLY. NO GUARANTEE OF ANY MINIMUM OR MAXIMUM PURCHASE IS MADE OR IMPLIED. TXDOT WILL ONLY ORDER THE AMOUNT NEEDED TO SATISFY OPERATING REQUIREMENTS, WHICH MAY BE MORE OR LESS THAN INDICATED. THE VENDOR WILL BE NOTIFIED IN WRITING BY PURCHASE ORDER CHANGE NOTICE FOR ANY REQUIREMENT CHANGES.</p> <p>THE STATE OF TEXAS WILL PERMIT "UNIT PRICE" ADJUSTMENTS UPWARDLY OR DOWNWARDLY WHEN CORRELATED WITH THE PRICE INDEX SPECIFIED HEREIN. UNLESS OTHERWISE INDICATED, THE PRICE INDEX SHALL BE THE SPECIFIED INDEX AS PUBLISHED BY THE BUREAU OF LABOR STATISTICS, WASHINGTON, DC 20212. THE BASELINE INDEX SHALL BE THE INDEX ANNOUNCED FOR THE MONTH IN WHICH THE BIDS OPENED. UNIT PRICES MAY BE ADJUSTED FOR EACH RENEWAL PERIOD IN ACCORDANCE WITH CHANGES IN INDEX. THE ALLOWABLE PERCENT CHANGE SHALL BE CALCULATED BY SUBTRACTING THE BASELINE INDEX FROM THE INDEX ANNOUNCED FOR THE MONTH IN WHICH THE RENEWAL OPTION IS EXERCISED AND DIVIDING THE RESULT BY THE BASELINE INDEX. THE ALLOWABLE PERCENT CHANGE SHALL BE ROUNDED TO THE NEAREST ONE-HUNDREDTH OF ONE PERCENT AND SHALL BE THE MAXIMUM UNIT PRICE ADJUSTMENT PERMITTED, EXCEPT THAT THE VENDOR MAY OFFER PRICE DECREASES IN EXCESS OF THE ALLOWABLE PERCENT CHANGE.</p> <p>INDEX TO BE USED: CPI-W</p> <p>PROVIDE A VENDOR POINT-OF-CONTACT FOR SERVICES: NAME: _____ TELEPHONE: _____ FAX NUMBER: _____ EMAIL ADDRESS: _____</p> <p>FOR CLARIFICATION OF THE SPECIFICATIONS OF THIS SOLICITATION, RESPONDENTS MAY CONTACT: PURCHASER: MARIA LUCY FELAN TELEPHONE: 409-898-5750 EMAIL ADDRESS: LUCY.FELAN@TXDOT.GOV</p>					



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QUOTE F.O.B. DESTINATION

Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	<p>THE INDIVIDUAL LISTED ABOVE MAY BE TELEPHONED OR VISITED FOR CLARIFICATION OF THE SPECIFICATIONS ONLY. NO AUTHORITY IS INTENDED OR IMPLIED THAT SPECIFICATIONS MAY BE AMENDED OR ALTERNATES ACCEPTED PRIOR TO SOLICITATION OPENING WITHOUT WRITTEN APPROVAL.</p> <p>THE BID OPENING WILL BE HELD AT THE TEXAS DEPARTMENT OF TRANSPORTATION, PROCUREMENT OFFICE, 8350 EASTEX FREEWAY, BEAUMONT, TEXAS 77708</p> <p>RETURN BIDS TO: 8350 EASTEX FREEWAY, BEAUMONT, TEXAS 77708 ATTENTION: MARIA LUCY FELAN</p> <p>VENDOR TO PROVIDE CURRENT COMPANY NAME: _____</p> <p>VENDOR TO PROVIDE FEDERAL EIN: _____</p> <p>IF INVOICE WILL BE SUBMITTED BY, AND/OR PAYMENT MADE TO AN EIN OR COMPANY NAME DIFFERENT FROM THE VENDOR ON THE PURCHASE ORDER, VENDOR MUST COMPLETE THE FOLLOWING TO AUTHORIZE PAYMENT:</p> <p>EIN OF COMPANY AUTHORIZED TO INVOICE FOR VENDOR: _____</p> <p>NAME OF INVOICING COMPANY: _____</p> <p>EIN OF COMPANY AUTHORIZED TO RECEIVE PAYMENT: _____</p> <p>NAME OF COMPANY TO BE PAID: _____</p> <p>PREFERENCE AND VENDOR ID NUMBER. CHECK BELOW IF PREFERENCE CLAIMED UNDER RULE 34TAC 20.38. TIE-BID PREFERENCES:</p> <p>___ SUPPLIES, MATERIALS OR EQUIPMENT PRODUCED IN TEXAS OR OFFERED BY A TEXAS BIDDER ___ AGRICULTURAL PRODUCTS PRODUCED OR GROWN IN TEXAS ___ AGRICULTURAL PRODUCTS AND SERVICES OFFERED BY TEXAS BIDDER ___ USA PRODUCED SUPPLIES, MATERIAL OR</p>					



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## QUOTE F.O.B. DESTINATION

Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	<p>EQUIPMENT</p> <p>___ PRODUCTS PRODUCED AT FACILITIES LOCATED ON FORMERLY CONTAMINATED PROPERTY</p> <p>___ PRODUCTS AND SERVICES FROM ECONOMICALLY DEPRESSED OR BLIGHTED AREAS</p> <p>___ GOODS PRODUCED OR OFFERED BY A TEXAS BIDDER THAT IS OWNED BY A SERVICE DISABLED VETERAN WHO IS A TEXAS RESIDENT</p> <p>SOURCE PREFERENCES:</p> <p>___ PRODUCTS OF PERSONS WITH MENTAL OR PHYSICAL DISABILITIES</p> <p>___ VENDORS THAT MEET OR EXCEED AIR QUALITY STANDARDS. FOR CONTRACTS TO BE PERFORMED, IN WHOLE OR IN PART, IN A DESIGNATED NON-ATTAINMENT AREA OR AN AFFECTED COUNTY, AS THOSE TERMS ARE DEFINED BY HEALTH AND SAFETY CODE 386.001 TEXAS EMISSION REDUCTION PLAN</p> <p>___ MANUFACTURER THAT HAS A RECYCLE PROGRAM FOR COMPUTER EQUIPMENT</p> <p>___ CONTRACTOR PROVIDING FOODS OF HIGHER NUTRITIONAL VALUE</p> <p>SPECIFICATION PREFERENCES:</p> <p>___ POINT LINES MADE OF RECYCLED MATERIALS, REMANUFACTURED, OR ENVIRONMENTALLY SENSITIVE MATERIALS INCLUDING RECYCLED STEEL</p> <p>___ ENERGY EFFICIENT PRODUCTS</p> <p>___ RUBBERIZED ASPHALT PAVING MATERIALS</p> <p>___ RECYCLED MOTOR OIL AND LUBRICANTS</p> <p>IF THE NAME OF YOUR COMPANY IS NOT PRINTED ON THE HEADING OF THIS SOLICITATION, YOU MUST WRITE THE FULL NAME OF COMPANY, FULL NAME OF SIGNER, MAILING ADDRESS AND RESPONDENT'S, EMPLOYER IDENTIFICATION NUMBER (EIN) ON THE FACE OF THE SOLICITATION. IN AN EFFORT TO MINIMIZE IDENTITY THEFT, EVERY COMPANY MUST HAVE AN EMPLOYER IDENTIFICATION NUMBER (EIN), ALSO KNOWN AS A FEDERAL TAX IDENTIFICATION NUMBER, PRIOR TO AWARD OF A PURCHASE ORDER.</p> <p>FOR INFORMATION ON OBTAINING YOUR EIN, YOU MAY CALL 800-829-4933 OR VISIT THE FOLLOWING WEBSITE: <a href="http://www.irs.gov/businesses/small/">HTTP://WWW.IRS.GOV/BUSINESSES/SMALL/</a> (NOTE: THIS LINK WILL NOT WORK IF CAPITALIZATION IS USED. TYPE IN NAVIGATION BAR USING LOWER CASE LETTERS)</p>					



# INVITATION FOR BID

Page 12

02/03/2016

SOLICITATION NO: 601330000006426

OPENING DATE 03:00 PM Mar 09, 2016

<b>To:</b>	<b>Return Sealed Response To:</b>
	See Body of Solicitation for Specific Return Instructions

<b>VENDOR ID:</b>	<b>BUYER:</b> Felan, Maria <b>PHONE:</b> 409/898-5750
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Shows opening date and number in lower left hand corner of sealed response envelope and show return address of vendor. Vendor agrees to comply with the solicitation below and at terms and conditions. F.O.B. destination means vendor retain title to goods until delivered and the price quoted includes all freight charges	Delivery in _____ Days Cash Discount _____ % _____ Days
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QUOTE F.O.B. DESTINATION						
Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	<p>USE BY OTHER TXDOT DISTRICTS: THE PURCHASE ORDER(S) RESULTING FROM THIS SOLICITATION WILL BE AVAILABLE FOR USE BY OTHER TXDOT DISTRICTS AT THE SAME PRICE, TERMS AND CONDITIONS, WHEN MUTUALLY AGREED UPON BY TXDOT AND THE VENDOR. THESE AGREED UPON CHANGES WILL BE MADE BY A PURCHASE ORDER CHANGE NOTICE (POCN). ALL OTHER CHANGES ALLOWED BY THE TERMS AND CONDITIONS OF THE PURCHASE ORDER AND AGREED TO BY TXDOT AND THE VENDOR WILL BE MADE IN WRITING THROUGH A POCN.</p> <p>IN ACCORDANCE WITH TXDOT TERMS AND CONDITIONS, PART II, PARAGRAPH 2.02 RESPONSE SUBMISSIONS, TXDOT RESERVES THE RIGHT TO MAKE AWARD OR AWARDS TO BEST SERVE THE INTEREST OF THE STATE.</p> <p>AWARD WILL BE MADE TO THE MOST RESPONSIVE, RESPONSIBLE RESPONDENT(S) MEETING THE SPECIFICATION.</p>					

TEXAS DEPARTMENT OF TRANSPORTATION

SPECIFICATION NO.  
TxDOT 910-60-40\*  
REVISED: DECEMBER 2015

COMMERCIAL PLUMBING MAINTENANCE AND REPAIR SERVICES

PUBLICATION

This specification is a product of the Texas Department of Transportation (TxDOT). It is the practice of TxDOT to support other entities by making this specification available through the National Institute of Governmental Purchasing (NIGP). This specification may not be sold for profit or monetary gain. If this specification is altered in any way, the header, and any and all references to TxDOT must be removed. TxDOT does not assume nor accept any liability when this specification is used in the procurement process by any other entity.

1. **SCOPE:** This solicitation is to provide commercial plumbing maintenance and repair services at various TxDOT location(s) as specified in Attachment A – Locations. TxDOT may require the services of the following types of plumber(s), Responsible Master Plumber, Journeyman Plumber, Plumber's Apprentice and a Drain Cleaner on an as-needed basis.
2. **DEFINITIONS OF TERMS AND ACRONYMS**
  - 2.1. TxDOT – Texas Department of Transportation
  - 2.2. TSBPE – Texas State Board of Plumbing Examiners
3. **APPLICABLE LAWS AND STANDARDS:** The vendor shall provide the specified service requirements in accordance with all applicable federal, state and local laws, standards and regulations necessary to perform the services, including, but not limited to:
  - 3.1. Mechanical, National Electrical and Unified Building and Plumbing Codes, latest revision.
  - 3.2. Occupations Code, Title 8, Chapter 1301, The Plumbing License Law, latest revision.
  - 3.3. Texas State Board of Plumbing Examiners Board Rules, latest revision.
  - 3.4. Occupational Safety and Health Administration (OSHA).

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\* This Specification Supersedes TxDOT Specification No. 910-60-40, Dated February 2012.

4. **RESPONDENT QUALIFICATIONS:** The respondent shall:

- 4.1. Be a company or individual engaged in the business of providing commercial plumbing maintenance and repair services for a minimum of five years within the last seven years. Recent start-up businesses do not meet the requirements of this solicitation.

**NOTE:** A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise. Two companies are affiliated if the two companies have a common parent company or if one is the parent or subsidiary of the other.

- 4.2. Operate the business under a valid and current state of Texas Master Plumber's license of an individual that is employed or has been contracted with to be the Responsible Master Plumber. The owner of the business may be the Responsible Master Plumber for the business.
- 4.3. Be in good financial standing, and current in payment of all taxes and fees such as state franchise fees. TxDOT reserves the right to request a copy of the respondent's audited or un-audited financial statement.

TxDOT may request a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees.

When financial statements are requested, TxDOT will review the respondent's audited or un-audited financial statement in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the respondent's financial resources and ability to perform the contract or provide the service required in the solicitation. TxDOT will be the sole judge in determining the sufficiency of the respondent's financial resources and ability to perform the contract or provide the service. Factors to be reviewed include:

- 4.3.1. Balance sheets
- 4.3.2. Net working capital
- 4.3.3. Current asset ratio
- 4.3.4. Liquidity ratio
- 4.3.5. Auditor(s) notes
- 4.3.6. Any notes to the financial statements



5. **RESPONDENT REFERENCES:** The respondent should submit a minimum of three references to substantiate the qualifications and experience requirements for similar services completed for five years within the last seven years. References shall illustrate respondent's ability to provide the services outlined in the specification. References shall include name, point of contact, telephone number, and dates services were performed. The response will be disqualified if TxDOT is unable to verify qualification and experience requirements from the respondent's references. The response may be disqualified if TxDOT receives negative responses. TxDOT will be the sole judge of references (Ref. Respondent References).
6. **KEY PERSONNEL QUALIFICATIONS:** The respondent shall provide the following key personnel:
  - 6.1. Responsible Master Plumber designated as a Responsible Master Plumber (RMP) under the state of Texas Plumbing license law.
  - 6.2. Journeyman Plumbers shall have a valid state of Texas Journeyman Plumber's license.
  - 6.3. Plumber's Apprentice shall be registered with the TSBPE and be in compliance with the age requirement indicated in TxDOT Terms and Conditions, latest revision.
  - 6.4. Drain Cleaners shall be registered with the TSBPE.
  - 6.5. Licensed Tradesman Plumber and qualified Plumbers Apprentice as listed under the State of Texas plumbing requirements shall function only in those activities allowed by Texas laws and local codes.
  - 6.6. All personnel driving to and from TxDOT work locations shall:
    - 6.6.1. Possess a valid Driver License acceptable in the State of Texas.
    - 6.6.2. Have no Driving Under Influence (DUI) or Driving While Intoxicated (DWI) incidents on driving record within the past three years.
7. **VENDOR REQUIREMENTS:** The vendor shall:
  - 7.1. Adhere to the TxDOT Terms and Conditions identified on the solicitation.
  - 7.2. Provide all labor, materials and equipment necessary to meet requirements of the specified services throughout the term of the purchase order.
  - 7.3. Provide a primary point of contact. Provide a contact number monitored 24 hours a day, seven days per week. Have Journeyman Plumbers on call 24 hours.
  - 7.5. Respond verbally to the designated TxDOT representative within two hours of a service call being placed and have personnel on-site within four hours of service call being placed unless other arrangements are agreed to by the designated TxDOT representative.
  - 7.6. Have available or subcontract additional licensed plumbers, registered drain cleaners or other staff to respond to multiple requests for services at the same time, as requested by the designated TxDOT representative, on an as needed basis.

- 7.7. Ensure vendor personnel are in compliance with the service requirements of this specification. Failure to comply with TxDOT specification service requirements may result in the cancellation of the purchase order.
- 7.8. **BACKGROUND CHECK:** Conduct background checks on all vendors' 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 purchase order. The background checks shall include, but not be limited to, the following:

- 7.8.1. Social Security Number verification.

- 7.8.2. Statewide criminal and sex offender records for all Texas counties and out-of-state counties based on the current and previous addresses of the applicant for the last seven years.

## 8. KEY PERSONNEL REQUIREMENTS

### 8.1. THE RESPONSIBLE MASTER PLUMBER SHALL:

- 8.1.1. Be responsible for all plumbing work performed under the Master Plumber license.
  - 8.1.2. Provide general supervision of Journeyman Plumbers, Plumber's Apprentice and Drain Cleaner(s).

8.2. Plumber's Apprentice shall be working under the direct supervision of a licensed plumber.

8.3. Drain Cleaner shall install cleanouts and remove and reset p-traps to eliminate obstructions in building drains and sewers.

### 8.4. ALL PERSONNEL SHALL:

- 8.4.1. Wear a clearly visible identifying name badge with the company logo or a uniform with the personnel's name and company name or logo clearly marked on the uniform.
  - 8.4.2. Present and maintain a neat appearance at all times when on TxDOT property.
  - 8.4.3. Communicate in English, both orally and in writing, and receive, give, and understand written and verbal instructions and procedures.
  - 8.4.4. Not be excessively loud or use personal multi-media devices while performing services for TxDOT unless furnished by the vendor to facilitate communication with TxDOT or the vendor.

- 8.4.5. Have the knowledge to develop and implement the service requirements in this solicitation.

9. SERVICE REQUIREMENTS: The vendor shall:

- 9.1. Have the Master or Journeyman Plumber contact the designated TxDOT representative upon arrival at service location and have the designated TxDOT representative log the start and completion times for service performed on the vendor's service ticket.
- 9.2. Obtain written approval from the designated TxDOT representative for services requiring the assistance of an additional Plumber's Apprentice, Drain Cleaner or more than one Journeyman Plumber.
- 9.3. Thoroughly examine and become familiar with the area of the facility where services are to be performed, prior to commencing work, to ensure the service can be completed in an orderly, safe manner.
- 9.4. Provide drain and sewer line cleaning services by a Drain Cleaner registered with TSBPE.
- 9.5. Obtain written approval from the designated TxDOT representative for all work and material required to correct any problems diagnosed by the vendor, prior to work being performed.
- 9.6. Cover the furnishings and floor area below plumbing located above the ceiling line and above a work area with tarps or plastic sheeting prior to commencing work.
- 9.7. Complete all work by the end of the business day. In the event the work is not completed by the end of the business day, the Master or Journeyman Plumber shall provide the designated TxDOT representative in writing, the status of the work, reason for delay and the estimated completion date.
- 9.8. Use tools that do not scar or bite chrome fixtures or fittings.
- 9.9. Clean all areas of scrap materials, dirt, dust, and debris generated in performance of the service at the time the service is provided and leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the designated TxDOT representative.
- 9.10. Remove from the building and dispose of all defective materials removed in the performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances, and statutes.
- 9.11. Clean, repair, or replace any damage caused by the vendor or vendor's subcontractor(s) during the performance of the service, to the satisfaction of the designated TxDOT representative, and at no additional cost to TxDOT.
- 9.12. Use safety pre-cautions to ensure TxDOT employees and the general public are protected from holes in ground, protruding pipes out of ground, etc.
- 9.13. Provide the following information on the service ticket:

- 9.13.1. Building number.
- 9.13.2. Floor number (if applicable).
- 9.13.3. Name and title of the personnel performing the work.
- 9.13.4. Number of hours worked for each Master Plumber, Journeyman Plumber, Plumber's Apprentice and Drain Cleaner.

10. PARTS PRICING

- 10.1. The Trade Service's Plumber's Pricing Manual® (PPM) latest edition shall be used to estimate the price of parts required to complete the service. Parts listed in the PPM shall be paid at the price shown in the manual less the percentage of discount proposed on the solicitation.
- 10.2. In the event publication of the PPM should be discontinued during the term of the purchase order, parts shall be paid at the current manufacturer's published suggested retail price, less the percentage of discount as indicated on the solicitation.
- 10.3. All parts not listed on the PPM shall be paid at the current manufacturer's published suggested retail price, less the percentage of discount as indicated on the solicitation.
- 10.4. PPM: The vendor shall provide a copy of the page from the PPM of any part(s) necessary to complete the service with the invoice for payment.
- 10.5. Parts may be paid at actual price paid, plus percent markup, provided the copy of parts invoice is provided with invoice to TxDOT.

11. MISCELLANEOUS EQUIPMENT: Miscellaneous equipment required to complete the work may include but not be limited to rental of backhoe, lift, cement mixer, curb machine, etc. Miscellaneous equipment under this purchase order shall not exceed \$5,000 per job. TxDOT will obtain miscellaneous equipment exceeding \$5,000 under a separate purchase order. If listed as a line item on the solicitation, the vendor shall provide:

- 11.1. Additional equipment necessary to complete needed services or repairs as specified by the designated TxDOT representative.
- 11.2. A cost estimate, which will be approved in writing by the designated TxDOT representative prior to any work being performed.

12. ADDITIONAL SERVICES

- 12.1. Vendor shall provide, if listed as a separate line item on the purchase order, additional services necessary to return the equipment or work area or both to its properly functioning or original condition. Additional services are services not covered under the routine and preventative maintenance services identified in the specification and may include, but not be limited to minor code upgrades, minor installations, fabrication work, sheet-metal work, painting, and drywall, electrical, concrete or flooring repair.
- 12.2. Additional services shall not exceed \$5,000 per job. Additional services with a total estimated cost over \$5,000 shall not be performed under the purchase order.
- 12.3. The vendor shall provide a cost estimate, including all materials, labor and equipment required, for additional services to the designated TxDOT representative. TxDOT will review and approve or deny the additional service. TxDOT reserves the right to obtain service under a separate purchase order should it serve the best interest of TxDOT.

13. WARRANTY REQUIREMENTS

- 13.1. **PERFORMANCE WARRANTY:** Work performed under the purchase order shall meet all applicable standards and codes. The vendor shall guarantee all work included in the purchase order against any defects in workmanship; and shall 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.
- 13.2. **MATERIAL WARRANTY:** Materials provided under the purchase order shall be in current production, as offered to commercial trade, and shall be of quality material. USED, SHOPWORN, DEMONSTRATOR, PROTOTYPE, RECONDITIONED OR DISCONTINUED MATERIALS ARE NOT ACCEPTABLE. Materials shall be warranted against material defects and defects in workmanship for a period of not less than one year and shall cover 100% parts and labor. The warranty period shall commence upon date of acceptance by TxDOT. If the manufacturer's standard warranty period exceeds one year, then the standard warranty period shall be in effect. The vendor shall be ultimately responsible for the warranty. The vendor shall provide the designated TxDOT representative with all manufacturers' warranty documents upon completion of service prior to leaving the job site.

14. VENDOR PERFORMANCE: Vendor performance will be monitored on a regular basis by TxDOT.

- 14.1. An unsatisfactory performance determination includes, but is not limited to:
  - 14.1.1. One service "call back" to correct the same problem within 30 days.
  - 14.1.2. 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.
  - 14.1.3. Two instances within one year of response time, as defined in this specification, to an authorized service call exceeding the limit.

**NOTE:** Unsatisfactory performance may result in a negative vendor performance report, or cancellation of the purchase order or both.

- 14.2. An exceptional performance determination includes, but is not limited to a vendor commended for exceptional customer service, exceptional service provided.
15. **LOCATION(S):** Location(s) of facilities are specified on Attachment A – Locations. TxDOT reserves the right to add or delete facilities serviced under the purchase order. TxDOT will provide ten business days written notice to the vendor for facilities to be deleted or any additional facilities requiring service within the same area or region.
16. **BUILDING RESTRICTIONS**
- 16.1. **PARKING:** The vendor shall make arrangements with the designated TxDOT representative prior to off-loading tools and equipment at the job site. The vendor shall park only in spaces assigned by the designated TxDOT representative.
- 16.2. **RESTROOMS:** Restrooms shall not be used for washing of tools and equipment.
- 16.3. **SECURITY:** The vendor shall provide an updated list of all vendor personnel or subcontractors at each job site and comply with all security measures required by TxDOT.
- 16.4. **ACCESS:** The vendor shall make prior arrangements with the designated TxDOT representative for access to the building(s) for performance of the service and able to obtain temporary access badges, if necessary.
17. **PERSONNEL CONTINUITY AND REPLACEMENT**
- 17.1. 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 Responsible Master Plumber, Journeyman Plumber(s), Plumber's Apprentice and Drain Cleaner will require the vendor propose a replacement. In the event such a replacement is necessary, vendor agrees that personnel shall not begin work on the project without prior written approval from TxDOT.
- 17.2. If TxDOT determines any key or respondent personnel are unable to perform in accordance with the service requirements or to communicate effectively, the vendor shall immediately remove that person.
- 17.3. Proposed replacement personnel shall meet minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to TxDOT. Resume(s), reference(s) and license or registration information will be requested for the proposed replacement(s). 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. VENDOR PERSONNEL SAFETY: The vendor shall provide all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times, including, but not limited to:

- 18.1. Wearing hard hats (when applicable), gloves, safety shoes, and goggles.
- 18.2. Using appropriate type of equipment and tools for the task assigned. Equipment and tools shall be well maintained, calibrated, and in proper working order before use in the performance of the service.
- 18.3. Maintaining a safe work environment at all times.
- 18.4. Reporting immediately the existence of unsafe condition(s) that will compromise the performance of the service to the designated TxDOT representative.
- 18.5. Follow all state, federal, local and OSHA safety rules. Vendor shall have a written safety program, with regular safety meetings held and have a working Lock Out, Tag Out program in place. Vehicles shall have on board fire extinguishers, safety kits, emergency kits, medical kits, and all safety data required for safe operation.

19. WORK HOURS

- 19.1. Regular work hours for performance of the service are defined in the TxDOT Terms and Conditions, latest revision.
- 19.2. Off-shift hours are defined as hours in excess of 40 hours per week. Off-shift hours are those hours performed beginning at 5:01 p.m. through 7:59 a.m., local time, Monday through Friday and 5:01 p.m., local time, Friday through 12:00 a.m., local time, Sunday.
- 19.3. Premium hours are defined as hours from 12:01 a.m., local time Sunday through 7:59 a.m., local time, Monday and federal holidays.
- 19.4. Vendor employees shall adhere to an agreed upon work schedule. However, vendor employees shall be available to work on a modified work schedule during special conditions; possibly holidays or weekends as requested by the designated TxDOT representative. TxDOT will pay for hours worked according to the specific time involved. All off-shift or modified hours shall be approved in writing by TxDOT.
- 19.5. Work hours may be flexible, based on the plumbing maintenance and repair services and TxDOT requirements. Work hours will be determined by the designated TxDOT representative.

20. SUBCONTRACTING

- 20.1. Subcontractors providing service under the purchase order shall meet the same qualifications and service requirements and provide the same quality of service required of the vendor.
- 20.2. No subcontract under the purchase order shall relieve the primary vendor of responsibility for the services.



- 20.3. The vendor shall be the primary contact for TxDOT and subcontractor(s). The vendor shall manage all quality and performance, project management, and schedules for subcontractors. The vendor shall be held solely responsible and accountable for the completion of all work for which the vendor has subcontracted.
- 20.4. TxDOT retains the right to check subcontractor's background and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in disqualification of the subcontractor.
- 20.5. TxDOT reserves the right to request the removal of vendor's subcontractor staff deemed unsatisfactory by TxDOT.
- 20.6. Subcontracting shall be at the vendor's expense.
- 20.7. Subcontractor shall carry all insurance necessary to meet TxDOT requirements, or work as employee of contractor under his insurance.
- 20.8. During the term of the purchase order, if the vendor determines a need for a subcontractor change, TxDOT shall be notified in writing by the vendor within 30 days of any proposed change. The vendor shall be required to provide references and work history for any proposed subcontractor to TxDOT. No change will be allowed without written authorization by TxDOT.
- 20.9. SOLICITATIONS OVER \$100,000: TxDOT will make an initial determination of whether subcontracting is probable. If TxDOT has determined that subcontracting opportunities are probable, the class and items in which HUBs may be registered will be noted in the solicitation along with the required forms and instructions.
  - 20.9.1. **RESPONSES THAT DO NOT INCLUDE A COMPLETED HUB SUBCONTRACTING PLAN AS INDICATED ON THE SOLICITATION SHALL BE REJECTED PURSUANT TO TEXAS GOVERNMENT CODE §2161.252(B).**
- 21. **TRAVEL:** All travel and per diem shall be included in the unit price.
- 22. **TRAVEL FOR MOBILIZATION AND DEMOBILIZATION:** TxDOT will pay travel time from the vendor's nearest Texas location to the project site at the start of the project and back to vendor's nearest Texas location at the end of the project at a single hourly rate for each individual traveling no matter the hourly rate paid to that individual during normal performance of the service outside of 25 miles of Attachment A - Locations.
- 23. **CONFLICT OF INTEREST:** The vendor, vendor's personnel, and vendor's subcontractor(s) shall affirm not to have, nor acquire any interest during the term of the purchase order that would conflict in any manner with the performance of the vendor's obligations in regards to services authorized.
  - 23.1. To avoid an appearance of a conflict of interest, any qualified non-TxDOT laboratory shall perform only one of the following types of testing on the same project:
    - 23.1.1. Quality assurance verification testing.
    - 23.1.2. Quality control testing.

23.2. The vendor certifies and warrants that he or she and any relative to the first consanguinity (blood) or affinity (marriage) have not been employed or an employee or contracted agent for the firm in which he/she is performing inspections as required under the purchase order for a period not less than five years from the effective date of the purchase order. Furthermore, the vendor certifies and warrants that he or she and any relative to the first consanguinity (blood) or affinity (marriage) have no financial interests of any kind in the firm in which he or she is performing inspections as required under the purchase order. Violation of this provision may be grounds for termination of the purchase order.

23.2.1. First consanguinity (blood) is described as: A person is related to you by blood in the first degree if the person is your: Mother or father, brother or sister, son or daughter.

23.2.2. Affinity (marriage) is described as: A person who is: your spouse, or spouse's mother or father, brother or sister, son or daughter; your brother's or sister's spouse, son's or daughter's spouse, step-mother or step-father.

24. INVOICING INSTRUCTIONS: The vendor shall provide:

24.1. ORIGINAL INVOICE: A comprehensive and detailed invoice with reference to the line item on the purchase order or Schedule 1 – Pricing for each item charged. The original invoice shall be e-mailed to FIN\_Invoices@txdot.gov unless otherwise shown on the purchase order to ensure timely payment and shall include the following:

24.1.1. Complete purchase order number.

24.1.2. Vendor Federal Employer Identification Number (EIN).

24.1.3. Date and time of service.

24.1.4. Location of Service.

24.1.5. Journeyman Plumber(s), Plumber's Apprentice(s) and Drain Cleaner(s) names with hours totaled.

NOTE: Invoices requiring correction shall be re-submitted with a new invoice date.

24.2. COPY OF INVOICE AND SUPPORTING DOCUMENTATION: A copy of the invoice and original supporting documentation that validates the invoice charges shall be e-mailed to the designated TxDOT representative to include but not be limited to:

24.2.1. Copies of all service tickets which include the start and completion dates and times for the service.

24.2.2. Labor charges separated by building location(s).

24.2.3. An itemized list of vendor supplied parts and materials which include a copy of the page, part number, and price as listed in the current version of the PPM or the current manufacturer's published suggested retail price list, less the applicable discount.

- 24.2.4. Copies of the actual invoices for miscellaneous parts including the approval from TxDOT, when applicable.

25. PAYMENT REQUIREMENTS: Payment will be based on the following:

- 25.1. An itemized list of hours worked by the vendor's personnel shall accompany each invoice. Hours will be approved daily by the designated TxDOT representative.
- 25.2. The personnel's hourly rate is based on the actual hours worked. The amount of payment shall be calculated by multiplying the regular hourly rate by the number of hours actually worked up to 40 hours per week. Payment for hours in excess of 40 hours per week shall be calculated by multiplying the off-shift hourly rate by the number of off-shift hours actually worked.
- 25.3. Vendor provided equipment; parts and materials will be paid per Para. 11., 13. and 14.
- 25.4. Partial hours will be paid by rounding to the nearest half-hour as shown below:
  - 25.4.1. Less than 15 minutes - round to zero hours.
  - 25.4.2. 15 minutes to 45 minutes (inclusive) - round to 1/2 hour.
  - 25.4.3. Greater than 45 minutes - round to 1 hour.
- 25.5. No payment will be made for official state holidays (unless otherwise approved by the designated TxDOT representative), lunch hour, illness or any time when work is not actually performed. No payment will be made for time associated with personnel's late arrival to or early departure from the designated work location.

26. TxDOT RESPONSIBILITIES: TxDOT will:

- 26.1. Provide a contract manager and a designated TxDOT representative as the point of contact for each location shown on Attachment A - Locations.
- 26.2. Provide temporary badges to the vendor's personnel assigned to perform the service at the time of arrival at the TxDOT location.
- 26.3. Provide access to the appropriate areas of the TxDOT facilities where service is required.
- 26.4. Approve in writing a vendor request to use an Plumber's Apprentice, Drain Cleaner or more than one Journeyman Plumber on as needed basis.
- 26.5. Log the start and completion times on the vendor's service ticket for services performed.
- 26.6. Approve any work required to correct problems diagnosed by the Journeyman Plumber prior to work being performed.

27. RESPONSE SUBMISSION

27.1. The following **shall** be submitted with the response. Failure by the respondent to submit the documentation listed below **will** disqualify the respondent from further consideration.

27.1.1. Section 1 – Original, signed, dated and completed solicitation.

27.1.1.1. Note to Respondent: If addendums are generated as part of this solicitation, include the original signed and dated addendum(s) in Section 1.

27.1.2. Section 3 – Schedule 2 – Respondent Qualifications and Experience

27.1.3. Section 4 – Schedule 3 – Respondent Personnel Qualifications and References

27.1.4. Section 5 – HUB Subcontracting Plan (If applicable).

27.2. The following **should** be submitted with the response. Failure by the respondent to submit the documentation listed below **may** disqualify the respondent from further consideration.

27.2.1. Section 6 – Respondent References

27.2.2. Section 7 – Copies of License and Permits

27.2.3. Section 8 – Financial Statement: Statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing, current in payment of all taxes and fees (Ref. Para. 5.3.).

28. AWARD

28.1. TxDOT reserves the right to award a single purchase order to the most responsive, responsible respondent meeting the specification. TxDOT may award to a single vendor or multiple vendors, or use a combination that best serves the interest of TxDOT.

28.2. TYPES OF AWARD

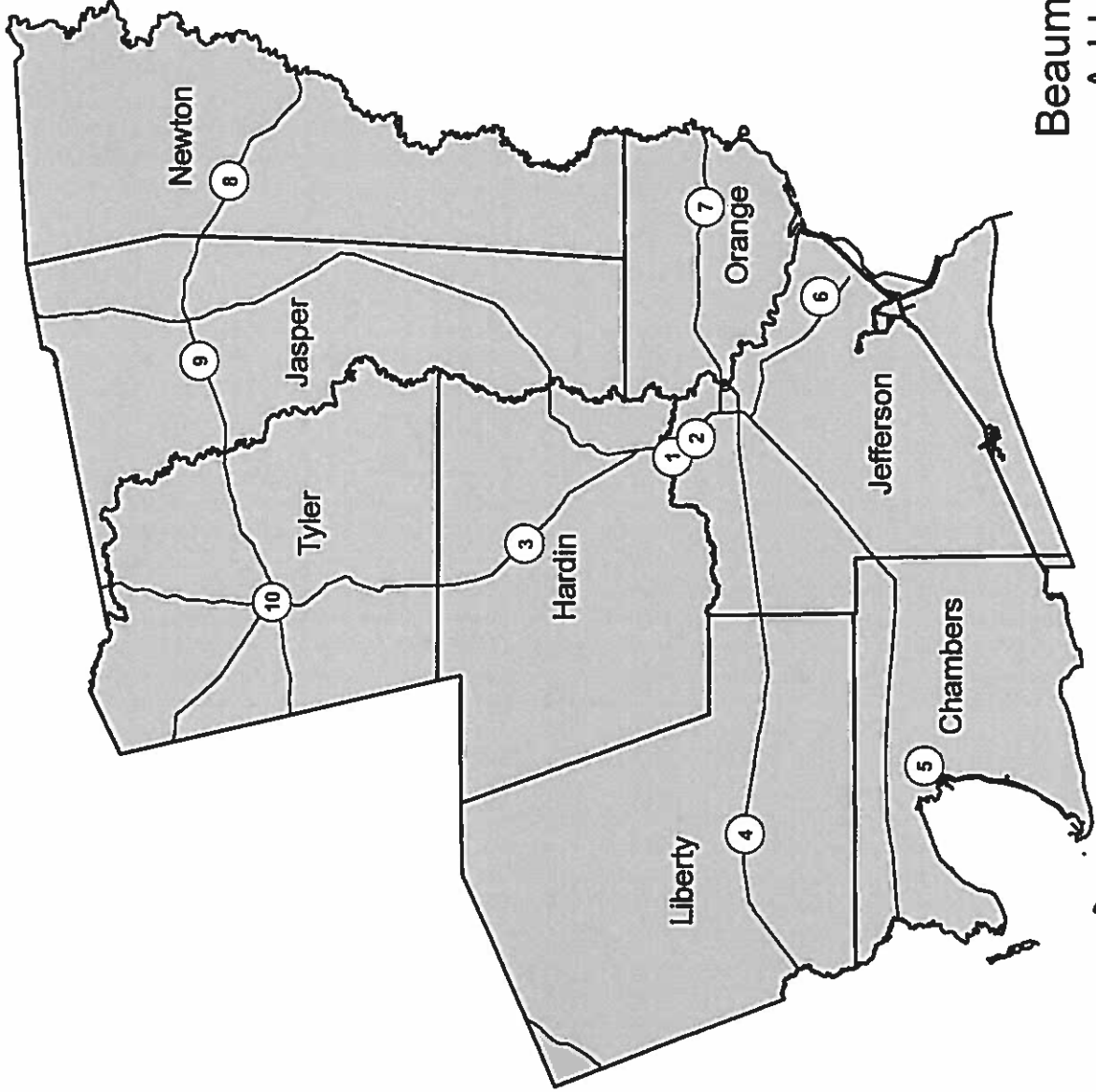
28.2.1. Single Award: One purchase order awarded to a single vendor.

28.2.2. Multiple Award: A multiple award is the award of multiple purchase orders for the same line item(s) from a single solicitation to two or more vendors to provide the same or similar goods or services.

29. POST AWARD MEETING: Vendor(s) may be required to attend a post award meeting in person with TxDOT within 10 calendar days after the award of the purchase order. The purpose of the meeting is to discuss the terms and conditions of the purchase order and to provide additional information regarding the purchase order. Vendor(s) and TxDOT shall identify specific goals, strategies and activities planned for meeting particular program area objectives.

30. **CONTRACT ADMINISTRATION:** Administration of the purchase order is the responsibility TxDOT. TxDOT Procurement Division staff will be responsible for administering the contractual business relationship with the vendor.
- 30.1. 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 agent.
- 30.2. Upon issuance of purchase order, TxDOT will designate an individual who will serve as the Contract Manager and point of contact between TxDOT and the vendor. The Contract Manager does not have any express or implied authority to vary the terms of the purchase order, amend the purchase order in any way or waive strict performance of the terms or conditions of the purchase order. This individual's contract management and contract administration responsibilities include, but are not limited to:
- 30.2.1. Monitoring the vendor's progress and performance and ensuring services conform to established specification requirements.
- 30.2.2. Managing the financial aspects of the contract including approval of payments.
- 30.2.3. Meeting with the vendor as needed to review progress, discuss problems, and consider necessary action.
- 30.2.4. Other areas as identified by the Comptroller of Public Accounts Contract Management Guide, latest edition.

# Attachment "A"



## Beaumont District Address Map



- 1 BEAUMONT DISTRICT HEADQUARTERS  
8350 Eastex Freeway  
Beaumont, Texas 77708  
30.16174  
-94.18012
- 2 BEAUMONT AREA ENGINEER  
& MAINTENANCE OFFICE  
8450 Eastex Freeway  
Beaumont, Texas 77708  
30.16361  
-94.18083
- 3 KOUNTZE MAINTENANCE OFFICE  
1942 US 69 N  
Kountze, Texas 77625  
30.39500  
-94.33250
- 4 LIBERTY AREA ENGINEER  
& MAINTENANCE OFFICE  
209 Layl Dr  
Liberty, Texas 77575  
30.05611  
-94.77167
- 5 ANAHUAC MAINTENANCE OFFICE  
503 N Ross Sterling  
Anahuac, Texas 77514  
29.77833  
-94.67111
- 6 PORT ARTHUR MAINTENANCE OFFICE  
6101 Twin City Hwy  
Port Arthur, Texas 77642  
29.94833  
-93.95417
- 7 ORANGE MAINTENANCE OFFICE  
3128 Hwy 82 N  
Orange, Texas 77632  
30.12583  
-93.81972
- 8 NEWTON MAINTENANCE OFFICE  
1009 W. Court Street  
Newton, Texas 75966  
30.84750  
-93.77528
- 9 JASPER AREA ENGINEER  
& MAINTENANCE OFFICE  
3304 US HWY 190 W  
Jasper, Texas 75951  
30.89192  
-94.05322
- 10 WOODVILLE MAINTENANCE OFFICE  
807 Pine St  
Woodville, Texas 75979  
30.78222  
-94.42333

**SCHEDULE 1**  
**PRICING – Totals** (Per each section hourly rate)  
**SOLICITATION NO.: 601330000006426**

Totals listed below are for evaluation purposes only, and may not represent all Maintenance & Repairs required.

Location		Licensed Hourly Journeyman	Hourly Off-Shift Journeyman	Hourly Apprentice	Hourly Off-Shift Apprentice	
Anahuac Maintenance		\$	\$	\$	\$	
Jasper Area & Maintenance Office		\$	\$	\$	\$	
Liberty Maintenance		\$	\$	\$	\$	
Newton Maintenance		\$	\$	\$	\$	
Woodville Maintenance		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
		\$	\$	\$	\$	
<b>Totals</b> (Add each column)	=	\$	\$	\$	\$	

**Total Hourly Cost to TXDOT for Service**

Line 1 Journeyman Hourly \$ \_\_\_\_\_

Line 2 Journeyman Off-Shift \$ \_\_\_\_\_

Line 3 Apprentice Hourly \$ \_\_\_\_\_

Line 4 Apprentice Off-Shift \$ \_\_\_\_\_

(Enter this total on the extended Cost column on each line item on IFB)

**THIS PAGE OR A REASONABLE FACSIMILE SHALL BE RETURNED WITH THE RESPONSE. FAILURE TO RETURN THIS PAGE OR A REASONABLE FACSIMILE WILL RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE.**



**SCHEDULE 2**  
**RESPONDENT QUALIFICATIONS AND EXPERIENCE**  
**SOLICITATION NO. 6013300000064266**

Respondent shall use this schedule or a facsimile to clearly show how they meet the requirements set forth in the specification, Para. 4., 7..

Respondent Name:	
Addresses: Physical: Mailing:	
Phone Number: Fax Number: E-mail address:	
Legal Status: Type of Organization, i.e., corporation, partnership, sole proprietorship	
Name: Phone Number: Email Address: Of person to contact with questions regarding the solicitation.	
Number of years in business and scope of operation.	
Name and title of person signing the response:	
<b>DOCUMENTATION OF COMPANY QUALIFICATIONS AND EXPERIENCE:</b>	
Experience and capabilities in the areas of services to be provided. Respondent should address the following: (Para. 4. Of Specification 910-60-40)	

This form may be modified as needed to comply with the requirement to document company information.

**THIS PAGE OR A REASONABLE FACSIMILE SHALL BE RETURNED WITH THE RESPONSE.  
FAILURE TO RETURN THIS PAGE OR A REASONABLE FACSIMILE WILL RESULT IN THE  
RESPONSE BEING CONSIDERED NON-RESPONSIVE.**

**SCHEDULE 3**  
**KEY PERSONNEL QUALIFICATIONS AND REFERENCES**  
**SOLICITATION NO. 601330000006426**

Respondent Name: \_\_\_\_\_

The respondent shall complete one schedule not to exceed 2 pages for each employee to be assigned to this purchase order. TxDOT reserves the right to reject the proposed Key Personnel if references or past working performance are questionable or unfavorable.

KEY PERSONNEL INFORMATION		RESPONSE AREA	
Full Name:			
Number of years employed by respondent:			
Title as defined in Para. 6.2., 6.3.			
KEY PERSONNEL QUALIFICATIONS AND REQUIREMENTS		# YRS EXP.	HOW/WHERE OBTAINED
Number of years experience in (required service):			
Specific education, qualifications, training, certifications:			

Reference No. \_\_\_\_\_

Name of Organization:			
Business Address:			
Business City:			
Business State:		Zip:	
Contact Person Name:			
Contact Person Title:			
Phone Number:		Fax:	
Project Title:			
Project Description and dollar amount:			
Roles and Responsibilities of the Proposed Staff during this project:			
Project Start Date:		Project End Date:	
Client Comments:			

Reference No.

Name of Organization:			
Business Address:			
Business City:			
Business State:		Zip:	
Contact Person Name:			
Contact Person Title:			
Phone Number:		Fax:	
Project Title:			
Project Description and dollar amount:			
Roles and Responsibilities of the Proposed Staff during this project			
Project Start Date:		Project End Date:	
Client Comments:			

Reference No.

Name of Organization:			
Business Address:			
Business City:			
Business State:		Zip:	
Contact Person Name:			
Contact Person Title:			
Phone Number:		Fax:	
Project Title:			
Project Description and dollar amount:			
Roles and Responsibilities of the Proposed Staff during this project			
Project Start Date:		Project End Date:	
Client Comments:			

**THIS PAGE OR A REASONABLE FACSIMILE SHALL BE RETURNED WITH THE RESPONSE. FAILURE TO RETURN THIS PAGE OR A REASONABLE FACSIMILE WILL RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE. ANY NEGATIVE RESPONSE(S) MAY RESULT IN DISQUALIFICATION OF THE RESPONSE.**

**RESPONDENT REFERENCES**  
**SOLICITATION NO. 601330000006426**

Company Name:					
Address:					
City:		State:		Zip Code:	
Phone Number:		Fax Number:			
Point of Contact:					

Reference Response (to be filled in by TxDOT):

Company Name:					
Address:					
City:		State:		Zip Code:	
Phone Number:		Fax Number:			
Point of Contact:					

Reference Response (to be filled in by TxDOT):

Company Name:					
Address:					
City:		State:		Zip Code:	
Phone Number:		Fax Number:			
Point of Contact:					

Reference Response (to be filled in by TxDOT):

**THIS PAGE OR A REASONABLE FACSIMILE SHALL BE RETURNED WITH THE RESPONSE. FAILURE TO RETURN THIS PAGE OR A REASONABLE FACSIMILE WILL RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE. ANY NEGATIVE RESPONSE(S) MAY RESULT IN DISQUALIFICATION OF THE RESPONSE.**

**TEXAS DEPARTMENT OF TRANSPORTATION  
TERMS AND CONDITIONS\***

**PART 1. INTRODUCTION**

**1.01 GENERAL:** These Terms and Conditions shall apply to all solicitations for goods and/or services [including without limitation any Request for Quote (RFQ), Invitation for Bids (IFB), Request for Offer (RFO) and Request for Proposal (RFP)] offered by the Texas Department of Transportation (TxDOT) ("solicitations") and any purchase order issued by TxDOT ("purchase order"). The term "respondent" shall mean any party who responds to a solicitation for goods and/or services offered by TxDOT, including the vendor. The term "vendor" shall mean the party listed as vendor on the purchase order.

**1.02 STATUTORY AUTHORITY:** This procurement falls under the statutory authority of Government Code Chapter 2151 (commonly known as the "Purchasing Act"), Chapter 2155 (Purchasing: General Rules and Procedures), Chapter 2157 (Purchasing Methods) and Chapter 2161 (Historically Underutilized Businesses, "HUBs"). The purchasing procedures include statutory requirements and those requirements established by rule of the Texas Comptroller of Public Accounts (CPA), Texas Procurement and Support Services Division (TPASS) as contained in 34 TAC §20.31 and other applicable Federal and State statutes and rules herein cited.

**1.03 TITLE VI ASSURANCE:** TxDOT, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, hereby notifies all respondents that it will enforce compliance with this law, investigate alleged violations and affirmatively ensure that in any purchase order entered into pursuant to TxDOT procurements, minority business enterprises will be afforded full opportunity to submit responses and will not be discriminated against on the grounds of race, color, national origin, sex, age or disability in consideration for an award.

Nondiscrimination programs require that federal-aid recipients, sub-recipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs and activities are federally-funded or not.

**1.04 ENVIRONMENTAL IMPACT:** It is the intent of TxDOT to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations in accordance with 34 TAC §20.38.

**1.05 COMPLIANCE WITH LAWS:** The vendor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any matter affecting the performance of the purchase order, including if applicable, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment and licensing laws and regulations. The vendor shall maintain all required licenses, certifications, etc. throughout the term of the purchase order. When required, the vendor shall furnish TxDOT with satisfactory proof of its compliance.

**PART 2. GENERAL INSTRUCTIONS**

**2.01 SPECIFICATIONS**

- (a) The respondent shall carefully examine the solicitation. The respondent shall be responsible for securing any additional information from the TxDOT purchaser needed to gain a clear and full understanding of TxDOT's requirements.
- (b) TxDOT will not be bound by any oral statement or representation contrary to the written specifications of this solicitation. Any revision, clarification, or interpretations pertaining to this solicitation will be in writing and issued by TxDOT as an Addendum. Any changes or interpretation not in an Addendum will not legally bind TxDOT.

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\* This Revision Supersedes Previous Revision, Revised November 2014.

- (c) The goods furnished or services performed shall be in accordance with the specifications set forth in the solicitation and with these Terms and Conditions. TxDOT will provide clarifications of the specifications and determine the quality and acceptability of goods products furnished or work performed. If the solicitation is for a service, TxDOT will determine the manner of performance, the rate of progress of the work and whether the vendor's performance of the service is acceptable.
- (d) Any catalog, brand name or manufacturer's reference used in the solicitation is descriptive only (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered unless advertised as proprietary or sole source under Texas Government Code Section 2155.067. The respondent shall show manufacturer, brand or trade name, and other description of the product offered in response to the solicitation. If offer is for other than example(s) shown in the solicitation, include illustration(s) and complete description(s) of product(s) in the response to the solicitation. If respondent takes no exception to specifications or reference data in the response, the vendor will be required to furnish brand names, numbers, etc., as specified.
- (e) Unless otherwise specified, all goods offered shall be new and in first class condition, including shipping and storage containers. Verbal agreements to the contrary will not be recognized.
- (f) Manufacturer's standard warranty shall apply unless otherwise stated in this solicitation.
- (g) All electrical items shall meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC, or NEMA.

## **2.02 RESPONSE SUBMISSIONS**

- (a) Respondent shall submit the number of responses required in the manner stated in the specification or on the solicitation.
- (b) Response should be submitted on the solicitation form. If submitting multiple responses, each response should be placed in a separate envelope, correctly identified with the solicitation number and opening or closing date. If no solicitation form is provided, responses shall be submitted as required in the specification.
- (c) Response must be time stamped in TxDOT's Mail Room or hand delivered to the address on the solicitation before the hour and date specified for the solicitation opening or closing. Late responses will not be considered under any circumstances. Late responses will be returned unopened to the respondent.
- (d) Documentation provided with the response should be complete and comprehensive. TxDOT will not be responsible for locating or securing information not included in the response. Failure to furnish required documentation with the response may result in the response being deemed incomplete and non-responsive, resulting in rejection. TxDOT will not be responsible for any expenses relating to responses or development of documentation that may result from this solicitation.
- (e) Failure to sign the solicitation manually will disqualify the response. The person signing the response must have authorization to contractually bind the company. The solicitation response shall include an Employer Identification Number (EIN), full firm name and address of company. The EIN should be entered in the space provided on the solicitation.
- (f) Facsimile (FAX) responses may be submitted to the FAX number provided in the solicitation for procurements less than \$25,000, unless otherwise stated in the solicitation. For procurements \$25,000 and greater, FAX responses will not be considered unless otherwise stated in the solicitation. TxDOT will not be responsible for failure of electronic equipment or operator error. Responses that are late, illegible, incomplete, or otherwise non-responsive will not be considered.
- (g) E-mailed responses may be accepted if stated on the solicitation. E-mailed responses must be in Portable Document Format (pdf), signed by the respondent and attached to the e-mail to be considered for award.

- (h) **RESPONDENT EXCEPTIONS OR CONDITIONED RESPONSES:** Exceptions taken by the respondent to TxDOT's Terms and Conditions or respondent's Terms and Conditions attached to a response will not be considered unless specifically referred to and clearly identified as such within the response.
- (i) TxDOT reserves the right to accept or reject all or any part of any response, waive minor technicalities and make an award to best serve the interests of the State. TxDOT reserves the right to reject any response not prepared and submitted in accordance with the solicitation requirements.
- (j) Response should indicate number of days required to deliver goods, or begin service (if required), at TxDOT's designated location. Failure to indicate delivery time obligates vendor to complete delivery in fourteen (14) calendar days.
- (k) Samples, when requested must be furnished at no cost to TxDOT. TxDOT may perform tests on samples. If not destroyed in testing, samples will be returned upon request at respondent's expense. Each sample shall be marked with respondent's name and address, and TxDOT solicitation number. Samples shall not be enclosed or attached to a response unless specified in the solicitation.

### **2.03 PRICING**

- (a) TxDOT's automated purchasing system requires pricing to be submitted per unit, multiplied by the quantity and extended. Unit prices shall govern in the event of extension errors. If a trade discount is offered on the solicitation response, it should be deducted and net line extensions should be shown.
- (b) All prices shall be firm for thirty (30) days from the solicitation response date unless otherwise stated in the solicitation. "Discount from list" pricing is not acceptable unless requested. Cash discounts are acceptable, but are not considered in making an award.
- (c) All purchases are on a firm, fixed price basis unless otherwise stated in the solicitation.
- (d) Price(s) shall not increase during the term of the purchase order unless otherwise stated in the solicitation. Vendor shall give price reductions to TxDOT that result from reduced cost to the vendor during the term of the purchase order.
- (e) All prices shall be F.O.B. destination, freight prepaid and allowed. This means the vendor shall prepay and include the freight charges in the unit price.
- (f) Purchases made for State use are exempt from the State and Local Sales tax and Federal Excise tax. Do not include tax in response pricing unless otherwise specified in the solicitation. State Sales tax and Federal Excise Tax Exemption Certificates will be furnished by TxDOT on request.
- (g) The purchase order may contain a "Total Cost Not to Exceed" statement. Vendor shall not perform any work that may exceed either the purchase order total or the not-to-exceed total without prior written authorization from TxDOT.
- (h) Consistent and continued tie response pricing may lead to rejection of the response by TxDOT and investigation for antitrust violations.

**2.04 ADA CONSIDERATIONS AND NOTIFICATION:** Persons with special needs or disabilities who plan to attend any pre-response conference or bid opening and who require auxiliary aids or service should contact the purchaser noted on the solicitation as the point of contact a minimum of three (3) days prior to the meeting so arrangements can be made.

### **2.05 RECEIPT OF PROPOSALS AND BID OPENINGS**

- (a) **NEGOTIATED SOLICITATIONS:** At the time of opening or closing for RFOs or RFPs, only the names of respondents will be announced. Prices will not be disclosed.
- (b) **NON-NEGOTIATED SOLICITATIONS:** At the time of opening or closing for IFBs, names of respondents will be announced. Prices will be disclosed.



- (c) **DISCLOSURE OF RESPONSE:** All information submitted in an accepted response must be retained by TxDOT for the period specified in TxDOT's record retention schedule created under Government Code Section 441.180, et sequitur. The information will not be returned to the respondent. The Public Information Act (PIA), Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the respondent shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the respondent in the response, will be kept confidential by TxDOT to the extent permitted by state law. TxDOT merely raises the exception on behalf of the vendor. TxDOT takes no legal position on disclosure. TxDOT will use best efforts to give the respondent or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

## **2.06 ALTERATIONS OR WITHDRAWAL OF RESPONSES**

- (a) Any alterations to a response made before the opening or closing date and time shall be initiated by respondent or authorized agent. Response cannot be altered or amended after the opening or closing date and time.
- (b) A response may be withdrawn if requested in writing prior to the opening or closing date and time. A response may be withdrawn from consideration after the opening or closing date only with the approval of TxDOT based on respondent's written, acceptable reason. The response will not be considered for award but will be retained by TxDOT according to the response information confidentiality provision referenced in Section 2.05 (c).

**2.07 DETERMINING AWARD:** A response to a solicitation is an offer to contract with TxDOT based upon the terms, conditions and specifications contained in the solicitation. Responses do not become contracts unless and until they are accepted through an authorized TxDOT designee by issuance of a purchase order. In determining the best value for the state, the purchase price and whether the goods or services meet specifications are the most important considerations, unless otherwise stated in the solicitation.

- (a) **BEST VALUE CRITERIA FOR PURCHASE OF GOODS OR SERVICES:** When specified in the solicitation, the factors listed in Government Code Section 2155.074 will be considered in making a best value award. This section allows TxDOT to apply best value criteria in order to obtain goods and services that provide the best value for TxDOT. Under these guidelines, a respondent is not automatically awarded a purchase order if they submit the lowest bid response. TxDOT will be the sole judge as to which response is the most advantageous and in the best interest of TxDOT.

In determining best value, factors other than price may be considered in making an award. Those factors are:

- (1) life cycle costs;
- (2) the quality and reliability of goods and services;
- (3) the delivery terms;
- (4) indicators of probable vendor performance;
- (5) cost of employee training associated with a purchase;
- (6) the effect of a purchase on agency productivity; and
- (7) other factors relevant to determining best value for the state in the context of a particular purchase.

- (b) **BEST VALUE CRITERIA FOR RFO PURCHASES:** Best value criteria will be used on all information technology equipment or service purchases. Those best value criteria include but are not limited to:
- (1) compatibility to facilitate exchange of existing data;
  - (2) capacity for expansion and upgrading to more advanced levels of technology;
  - (3) quantitative reliability factors;
  - (4) level of training required to bring end-users to a stated level of proficiency;
  - (5) technical support requirements for maintenance of data across a network platform and management of the networks hardware and software;
  - (6) items, features, etc., which are in addition to requirements listed, as well as factors which, in TxDOT's opinion, add value to the product or service but are not specifically required within the solicitation.
- (c) **NEGOTIATIONS FOR RFO AND RFP PURCHASES:** TxDOT reserves the right to conduct formal negotiations with respondent(s) judged to have the best offer pertaining to price, goods, services and terms.
- (d) TxDOT reserves the right to reject a response from a respondent whose goods or services to TxDOT or other state agencies have been documented as unsatisfactory in providing the same goods or service.
- (e) **TIE RESPONSES:** In case of tie responses, one or more preferences described in Government Code Chapter 2155 and 34 TAC §20.36 and §20.38 will be used to make an award. Tie responses which cannot be resolved by application of one or more preferences shall be made by drawing lots.

**2.08 PREFERENCES:** A respondent may claim a preference under 34 TAC §20.38. To claim a preference, a respondent shall identify the preference on the solicitation or on the Execution of Proposal. If the appropriate area on the solicitation is not marked, a preference will not be granted unless other documents included in the response show a right to the preference.

**2.09 DELIVERY:** No substitutions or cancellations will be permitted without written approval from TxDOT.

- (a) If delay is foreseen, vendor shall give written notice to TxDOT. TxDOT has the right to extend delivery or service date if reasons appear valid. Vendor shall keep TxDOT advised at all times of the status of the order. Default in promised delivery or service date (unless vendor has received a written extension of the delivery or service date which has been signed by TxDOT), or failure to meet specifications, authorizes TxDOT to purchase goods or services elsewhere and charge the full increase, if any, in cost and handling to defaulting vendor.
- (b) Delivery shall be made between 8 AM and 4 PM Monday through Friday except on regularly observed state or federal holidays, unless prior approval has been obtained from TxDOT or otherwise stated in the solicitation.
- (c) Receipt of goods or services does not constitute acceptance.
- (d) Goods and materials shall be properly packaged. Damaged goods and materials will not be accepted. If the damage is not readily apparent at the time of delivery, the goods shall be returned to the vendor at no cost to TxDOT. TxDOT reserves the right to inspect goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

**2.10 INSPECTIONS AND TESTS:** Goods will be subject to inspection and test by TxDOT to the extent practicable at all times and places. Tests will be performed on samples taken from regular shipment. In the event samples tested fail to meet all conditions and requirements of the specification, the cost of the sample used and the cost of the testing shall be borne by the vendor. Goods which have been delivered and rejected in whole or in part may, at TxDOT's option, be returned to the vendor or held for disposition at vendor's risk and expense. Latent defects may result in revocation of acceptance. Acceptance of services shall be based on attainment of performance in accord with specifications and the purchase order.

**2.11 VENDOR PERFORMANCE:** State agencies shall report a vendor's performance on any purchase of \$25,000 or more from contracts administered by the commission or any other purchase made through an agency's delegated authority or a purchase made pursuant to the authority in Government Code, Title 10, Subtitle D or a purchase exempt from CPA/TPASS procurement rules and procedures.

Past Performance: A Respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of §2155.074, 2155.075, 2156.007, 2157.003, and 2157.125, Government Code. Respondents may fail this selection criterion for any of the following conditions:

- A score of less than 90% in the Vendor Performance System,
- Currently under a Corrective Action Plan through the CPA,
- Having repeated negative Vendor Performance Reports for the same reason,
- Having purchase orders that have been cancelled or terminated in the previous 12 months for non-performance (i.e. late delivery, etc.).

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

[http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/)

TxDOT may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 Texas Administrative Code §20.108) TxDOT may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations shall be at the sole discretion of TxDOT, and any negative findings, as determined by TxDOT, may result in non-award to the Respondent.

### **PART 3. RESPONDENT AFFIRMATIONS**

**3.01 FALSE STATEMENTS:** Respondent represents and warrants and all statements and information prepared and submitted in response to the solicitation are current, complete, true and accurate. Signing the solicitation with a false statement is a material breach of contract and shall void the submitted response or any resulting contracts, and may result in removal of the respondent from the Centralized Master Bidders List.

**3.02 CONFORMANCE:** The respondent warrants to TxDOT that all goods and services furnished shall conform in all respects to the terms of this purchase order, including any drawings, specifications or standards incorporated herein, and any defects in materials, workmanship, and free from such defects in design. In addition, respondent warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.

**3.03 GRATUITIES:** The respondent 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 response to the solicitation.

**3.04 CERTAIN BIDS AND CONTRACTS PROHIBITED:** Under Government Code Section 2155.004, the respondent certifies that the individual or business entity named in this bid or contract is eligible to receive the specified contract and acknowledges that this contract may be terminated or payment withheld if this certification is inaccurate.

**3.05 ANTITRUST LAWS:** Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of Texas, or the Federal Antitrust Laws, nor communicated directly or indirectly the solicitation made to any competitor or any other person engaged in such line of business.

**3.06 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES:** The respondent represents and warrants that it has not been the subject of allegations of deceptive trade practices violations under Business & Commerce Code Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of deceptive trade practices violations or allegations of any unfair business practices in an administrative hearing or court suit and such officers have not been found to be liable for such practices in such proceedings.

**3.07 COLLUSION:** The respondent has not colluded with, nor received any assistance from, any person who was paid by TxDOT to prepare specifications or a solicitation on which a respondent's bid is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract awarded.

**3.08 INELIGIBILITY UNDER FAMILY CODE:** Under Section 231.006, Family Code, the vendor certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. Any respondent subject to Section 231.006 must include names and Social Security numbers of each person with at least 25% of ownership of the business entity submitting the response. This information must be provided prior to award.

**NOTE:** Pursuant to Government Code Section 403.055 and Family Code Section 231.006, a contract will not be issued to a respondent and warrants will be held by CPA if the vendor owes delinquent child support payment(s), a delinquent state tax, or other tax collected by the CPA.

**3.09 CONTRACTING WITH EXTxDOT EXECUTIVE DIRECTOR:** Under Government Code Section 669.003, TxDOT may not enter into a contract with the executive director of TxDOT, an individual who was the executive director of TxDOT during the four years before the date of the contract, or with anyone who employs a current or former executive head of a state agency affected by Section 669.003 unless the Transportation Commission approves the contract in an open meeting and notifies the Legislative Budget Board, not later than the fifth day before the date of the vote, of the terms of the proposed contract.

**NOTE:** If Section 669.003 applies, respondent must provide the following information as an attachment to this solicitation response: Name of former TxDOT executive director, date of separation from TxDOT, position with respondent, and date of employment with respondent. This information is subject to public disclosure under Section 660.004.

**3.10 DEBT TO THE STATE:** Respondent agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

**3.11 RESPONDENT ELIGIBILITY**

- (a) Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subject to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, and that respondent is in compliance with the State of Texas statutes and rules relating to procurement, and that respondent 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>.

- (b) Respondent certifies that Respondent has not been: (i) convicted of a felony in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina or any other disaster occurring after September 24, 2005; or (ii) assessed a penalty in a federal civil or administrative action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005
- (c) Respondent certifies that it is not:
  - (1) A person required to register as a lobbyist under Government Code Chapter 305.
  - (2) A public relations firm.
  - (3) A government consultant.

### **3.12 NEPOTISM DISCLOSURE**

- (a) In this section, the term "relative" means:
  - (1) a person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or
  - (2) the grandparent, parent, sibling, child, or grandchild of the persons spouse.
- (b) A notification required by this section shall be submitted in writing to the person designated to receive official notices under this purchase order and by first-class mail addressed to Contract Services Section, General Services Division, Texas Department of Transportation, 125 East 11th Street, Austin Texas 78701. The notice shall specify the vendor's firm name, the name of the person who submitted the notification, the purchase order number, the district, division, office or regional service center of TxDOT that is principally responsible for the purchase order, the name of the relevant vendor employee, the expected role of the vendor employee on the project, the name of the TxDOT employee who is a relative of the vendor employee, the title of the TxDOT employee, and the work location of the TxDOT employee.
- (c) By signing the solicitation the respondent is certifying that the respondent does not have any knowledge that any of its employees or any employees of a subcontractor who are expected to work under this purchase order has a relative who is employed by TxDOT unless the respondent has notified TxDOT of each instance as required by subsection (b).
- (d) If the vendor learns at any time that any of its employees or that any of the employees of a subcontractor who are performing work under this purchase order have a relative who is employed by TxDOT, the vendor shall notify TxDOT under subsection (b) of each instance within thirty days of obtaining that knowledge.
- (e) If the vendor violates this section, TxDOT may terminate the purchase order immediately for cause, may impose any sanction permitted by law, and may pursue any other remedy permitted by law.

## **PART 4. GENERAL TERMS AND CONDITIONS**

### **4.01 ORDERS**

- (a) Only authorized TxDOT purchasers have the authority to place orders for goods and services. Purchase orders must be issued by a TxDOT purchaser prior to a vendor providing the goods or service. The only exceptions are payment card orders and bona fide emergencies. In the case of an emergency, the Purchasing Section will confirm such orders with a signed purchase order.
- (b) Vendor acceptance of a purchase order and delivery of goods or services without an approved purchase order number or release number issued by TxDOT may result in the rejection of delivery, return of goods at the vendor's cost and also result in non-payment.

**4.02 FUNDING:** Any purchase order resulting from this solicitation is contingent upon the availability of funding, and is subject to termination without penalty, either in whole or in part, if funds become unavailable through lack of appropriations, legislative or executive budget cuts, amendment of the Appropriations Act, state agency consolidations, or any other disruptions of current appropriations.

**4.03 INVOICING**

- (a) Invoices must be submitted not later than the 15<sup>th</sup> day of the month after the goods have been delivered or services have been provided. No payment shall be made under the purchase order without the prior submission of detailed, correct invoices which comply with the requirements set forth in this Section 4.03. Invoices should be sent to the address shown on the purchase order. The vendor may receive more detailed instructions on invoicing after award.
- (b) The invoice must at a minimum show the following:
  - (1) Vendor name as it appears on the purchase order.
  - (2) Remit to address.
  - (3) Employer identification number (EIN) Federal Tax I.D.
  - (4) The complete PO number.
  - (5) Telephone number.
  - (6) Description of item or services as it appears on the PO in the same order as listed on purchase order. Item numbers must correspond with the item numbers on the PO.
  - (7) Unit, unit price and extended price of each line item.
  - (8) Grand total.
  - (9) Shipment date of merchandise or date of service.
  - (10) Any additional requirements as stated in the solicitation or specification.

**4.04 PAYMENT:** Payment for goods or services purchased with State-appropriated funds is made by warrants or by Direct Deposit from the State Treasury. Direct Deposit is the preferred method of payment. No penalty for late payment will be incurred by TxDOT if payment is made in thirty (30) days or less from receipt of goods, services or a correct invoice, whichever is later. Payments under this contract are subject to the availability of appropriated funds.

Additional information and a Direct Deposit Authorization application may be found at:  
<https://fm.xcpa.state.tx.us/fm/payment/index.php>.

Payment will be made in accordance with Government Code Chapter 2251:

- (a) On a monthly basis and within thirty (30) days from receipt of a correct invoice for TxDOT accepted goods or services.

OR

- (b) As otherwise stated in the solicitation document.

OR

- (c) The service was completed to the satisfaction of TxDOT, and within thirty (30) days from receipt of a correct invoice or billing statement.

NOTE: Texas Department of Transportation (TxDOT) offers an opportunity to participate in its Early Payment Program to accelerate payments in exchange for a discount. Additional information may be found at the following website: <http://www.txdot.gov/business/vendors/epp.html>

#### **4.05 INTELLECTUAL PROPERTY**

- (a) All intellectual property developed and created in the course of the services rendered pursuant to the purchase order are works for hire and all intellectual property rights, including but not limited to publication rights, copyrights, trademarks, patents and trade secrets, to all products and materials developed and created pursuant to the purchase order shall be owned by TxDOT.
- (b) Vendor shall ensure that TxDOT's intellectual property rights, including but not limited to publication rights, copyrights, trademarks, patents and trade secrets, are secured from all suppliers, contractors and subcontractors.
- (c) When applicable, each vendor shall obtain necessary licenses, copyrights, trademarks or patents for TxDOT's use.
- (d) The vendor shall not assert rights at common law or in equity or establish any claim to TxDOT's intellectual property, including, but not limited to, licenses, claiming common law ownership of intellectual property, obtaining registrations for copyrights, trademarks, trade secrets or patents for any intellectual property developed in performance of the services authorized.
- (e) THE VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND TXDOT AND THE STATE FROM CLAIMS INVOLVING INFRINGEMENT OF THIRD PARTIES' LICENSES, TRADEMARKS, COPYRIGHTS OR PATENTS AT THE VENDOR'S EXPENSE.

#### **4.06 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS:** As required by 1 TAC Chapter 213:

- (a) Effective September 1, 2006 state agencies and institutions of higher education shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Vendor represents and warrants that technology to be provided to TxDOT and for TxDOT is in compliance with these requirements.
- (b) Vendor shall provide TxDOT with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product or service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide the Texas Department of Information Resources with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at: <http://www.section508.gov/>.

**4.07 SITE VISITS:** Prior to and after award of the purchase order, designated TxDOT representatives may conduct unannounced visits to inspect the vendor's and its subcontractor's facilities during normal business hours to monitor compliance in accordance with TxDOT specifications or carry out performance audits of the service.

**4.08 NON-WAIVER OF RIGHTS:** Nothing in this contract shall be construed as a waiver of the state's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TxDOT does not waive any privileges, rights, defenses, or immunities available to TxDOT by entering into this contract or by its conduct prior to or subsequent to entering into this contract.

**4.09 LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS:** Vendor shall have no authority to act for or on behalf of TxDOT or the State of Texas except as expressly provided for in this purchase order. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the State of Texas or TxDOT.

**4.10 VENUE AND JURISDICTION; APPLICABLE LAW:** Venue for any suit concerning this solicitation and any resulting purchase order shall be in a court of competent jurisdiction in Travis County, Texas. The solicitation and any resulting purchase order shall be governed, construed and interpreted under the laws of the State of Texas.

**4.11 VENDOR ASSIGNMENTS:** Vendor hereby assigns TxDOT any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States (15 U.S.C.A. Chapter 1)), and which arise under the antitrust laws of the State of Texas (Business & Commerce Code, Title 2, Chapter 15).

**4.12 FORCE MAJEURE:** TxDOT may grant relief for time only from performance of the purchase order if the vendor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the vendor (any such event or cause referred to herein as "force majeure"). The burden of proof for the need of such relief shall rest upon the vendor. To obtain relief based on force majeure, the vendor shall file a written request with TxDOT describing the events, dates and effect of the events on vendor's ability to perform according to the purchase order. Vendor must inform TxDOT in writing within 3 business days of the existence of such force majeure; failure to do so will waive the defense provided in this Section 4.13.

**4.13 RIGHT TO AUDIT**

- (a) The State Auditor's Office and TxDOT's internal auditors (individually or collectively "state auditor") may conduct an audit or investigation (Government Code Section 2262.003) of any entity or person receiving funds from the state directly under this purchase order or indirectly through a subcontract under this purchase order. Acceptance of funds directly under this purchase order or indirectly through a subcontract under this purchase order acts as acceptance of the authority of the state auditor to conduct an audit or investigation in connection with those funds. Any entity subject to an audit or investigation by the state agrees to provide access to any information the state auditor considers relevant to the investigation or audit.
- (b) TxDOT has the right to audit the vendor's books and records pertaining to the service during normal work hours.
- (c) Vendor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Vendor and the requirement to cooperate is included in any subcontract it receives.

**4.14 INDEMNIFICATION: Acts or Omissions**

Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, VENDORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.



**Infringement:**

- (a) Vendor shall indemnify and hold harmless the State of Texas and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.
- (b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by:
  - (1) use of the product or service for a purpose or in a manner for which the product or service was not designed,
  - (2) any modification made to the product without Vendor's written approval,
  - (3) any modifications made to the product by the Vendor pursuant to Customer's specific instructions,
  - (4) any intellectual property right owned by or licensed to Customer, or
  - (5) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.
- (c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense;
  - (1) procure for the Customer the right to continue to use the affected portion of the product or service, or
  - (2) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

**Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

- (a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR THE STATE SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

- (b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, VENDORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE, WORKERS' COMPENSATION, AND/OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER IN OR ARISING OUT OF ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**4.15 DAMAGE TO TXDOT PROPERTY:** The vendor shall be liable for damage to TxDOT's equipment, workplace and its contents resulting from the vendor's or the vendor's subcontractors work or negligence in performance of the work by the vendor's or subcontractor's personnel or equipment.

**4.17 CONFIDENTIALITY CLAUSE:** TxDOT is governed by laws and regulations that make certain information confidential as well as specifying how public information is released (see Government Code Chapter 552). The vendor, its employees or subcontractors shall not divulge any information relative to TxDOT business at any time to a third party without the prior written approval of TxDOT. The vendor will notify TxDOT within 24 hours of receipt of any third party requests for information that was provided by TxDOT for use in performing the purchase order, including this purchase order. All information created by or accessible to a vendor while providing a good or service for TxDOT is confidential. If applicable to a service, upon award of a purchase order, the vendor may be required to complete and sign TxDOT Form 1828b, Information Resource Security Compliance and Confidentiality Agreement.

**4.18 BUY TEXAS:** Pursuant to Section 2155.4441 of the Government Code, the vendor shall buy Texas products and materials for use in providing services authorized in this contract when such products and materials are available at a comparable price and in a comparable period of time when compared to non-Texas products and materials.

**4.19 COMPETENCE OF VENDOR:** To be entitled to consideration, the vendor shall have available, the necessary organization and facilities to fulfill all the requirements under the purchase order. Only personnel trained to perform the solicited services or, if applicable, licensed to perform such services shall be employed under and for the purchase order. Vendor shall obtain any other licenses or permits or both as required for the performance of the service.

**4.20 CHANGES IN WORK:** If TxDOT determines it necessary to require corrections to completed work due to errors made by the vendor, the vendor shall correct the work at no additional cost to TxDOT. For negotiated contracts, if TxDOT requires changes in previously approved and completed work, the vendor shall make such changes as directed by TxDOT and will be compensated for such at the same rates established by each vendor's hourly rates. Any changes must be approved in advance in writing through a purchase order change notice.

**4.21 IT SERVICE CONTRACTS SECURITY:** The vendor will implement appropriate administrative, physical and technical safeguards which reasonably and appropriately protect the confidentiality, integrity, and availability of services provided to TxDOT. The vendor will immediately report to TxDOT any security incident which it becomes aware. The vendor will submit for approval by TxDOT and conform its policies and procedures relating to the implementation of security safeguards to comply with TxDOT's information resources security program pursuant to Title 1, Texas Administrative Code, Section 202.

**4.22 NOTICES:** Any written notices required under the resulting purchase order will be by either hand delivery to Vendor's office address specified on Page 1 of the purchase order or by U.S. Mail, certified, return receipt requested, to TxDOT, 125 E. 11th Street, Austin, TX 78701-2483. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this Section by written notification to the other party.

**4.23 ACCESS TO INFORMATION:** The vendor is required to make any information created or exchanged with TxDOT pursuant to this purchase order, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to TxDOT. At a minimum the formats are to include portable document format (PDF) and HTML.

## **PART 5. INSURANCE**

**5.01 PRIOR TO PURCHASE ORDER AWARD:** The vendor shall provide the required TxDOT insurance form upon written notice from TxDOT. Vendor shall not perform services under the purchase order until this form is received by TxDOT. Failure to provide proof of insurance within the time frame requested by TxDOT may result in the vendor's response being declared non-responsive and the purchase order being awarded to the next responsive, responsible respondent.

**5.02 DURING TERM OF PURCHASE ORDER:** The vendor shall maintain all required insurance coverage throughout the term of the purchase order. The vendor shall provide a correct TxDOT insurance form each time its insurance is renewed or updated. Failure to provide this form promptly may be cause for discontinuance of the work and termination of the purchase order.

**5.03 WAIVER OF SUBROGATION ENDORSEMENT:** The vendor's Worker's Compensation insurance policy shall have a waiver of subrogation endorsement in favor of TxDOT. TxDOT will allow deductible policies. The vendor shall pay the deductible amount.

**5.04 WORKERS' COMPENSATION INSURANCE:** Amounts of coverage are minimums and notice provisions are statutory (Texas Labor Code Chapter 406 and Title 28 Texas Administrative Code Chapter 110). The vendor is responsible for both Federal and State Unemployment Insurance coverage and Standard Workers' Compensation Insurance coverage:

**5.05 WORKERS' COMPENSATION INSURANCE FOR BUILDING AND CONSTRUCTION SERVICES:** The vendor is responsible for providing Workers' Compensation Insurance for Building and Construction Services. Building or construction includes:

- (c) erecting or preparing to erect a structure, including a building, bridge, roadway, public utility facility, or related appurtenance;
- (d) remodeling, extending, repairing, or demolishing a structure; or
- (e) otherwise improving real property or an appurtenance to real property through similar activities.

The vendor shall provide workers' compensation insurance for building and construction services in accordance with Title 28 Texas Administrative Code §110.110(c)(7).

(a) Definitions (applicable only to this Section 5.05):

- (3) Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- (4) Duration of the project - includes the time from the beginning of the work on the project until the vendor's/person's work on the project has been completed and accepted by the governmental entity.

- (5) Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the vendor has undertaken to perform on the project, regardless of whether that person contracted directly with the vendor and regardless of whether that person has employees. This includes, without limitation, independent vendors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- (b) The vendor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the vendor providing services on the project, for the duration of the project.
- (c) The Vendor must provide a certificate of coverage to TxDOT prior to being awarded the purchase order.
- (d) If the coverage period shown on the vendor's current certificate of coverage ends during the duration of the project, the vendor must, prior to the end of the coverage period, file a new certificate of coverage with TxDOT showing that coverage has been extended.
- (e) The vendor shall obtain from each person providing services on a project, and provide to TxDOT:
  - (1) a certificate of coverage, prior to that person beginning work on the project, so TxDOT will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) no later than seven days after receipt by the vendor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (f) The vendor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- (g) The vendor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 days after the vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- (h) The vendor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- (i) The vendor shall contractually require each person with whom it contracts to provide services on a project, to:
  - (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
  - (2) provide to the vendor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
  - (3) provide the vendor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (4) obtain from each other person with whom it contracts, and provide to the vendor:
    - (a) a certificate of coverage, prior to the other person beginning work on the project; and
    - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
  - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
  - (6) notify TxDOT in writing by certified mail or personal delivery, within 10 days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - (7) contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- (j) By signing the purchase order or providing or causing to be provided a certificate of coverage, the vendor is representing to TxDOT that all employees of the vendor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the vendor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (k) The vendor's failure to comply with any of these provisions is a breach of contract by the vendor which entitles TxDOT to declare the purchase order void if the vendor does not remedy the breach within ten days after receipt of notice of breach from the governmental entity.

**5.06 COMMERCIAL GENERAL LIABILITY INSURANCE:** Bodily Injury/Property Damage. Required coverage shall at a minimum, be inclusive of the limits listed on the insurance form noted on the solicitation

**5.07 COMMERCIAL AUTOMOBILE POLICY:** Required coverage shall at a minimum, be inclusive of the limits listed on the insurance form noted on the solicitation.

## **PART 6. VENDOR PERSONNEL MANAGEMENT**

**6.01 INDEPENDENT CONTRACTOR:** It is expressly understood and agreed to by both parties that TxDOT is contracting with the vendor as an independent contractor. As such, vendor understands and agrees that individuals performing services in connection with the purchase order are not state employees, and that the vendor shall be responsible and liable for the safety, injury, and health of its and its subcontractor's working personnel while its employees or subcontractor's employees are performing work for TxDOT. Should the vendor subcontract any of the services required in the purchase order, the vendor expressly acknowledges and agrees that TxDOT is in no manner liable to any subcontractor of the vendor.

**6.02 WORK HOURS:** All work by the vendor shall be performed between the hours of 8:00 AM and 5:00 PM, Monday through Friday except on regularly observed state or federal holidays unless otherwise specified in the solicitation.

**6.03 ALCOHOL, DRUG, AND FIREARM FREE WORKPLACE:** TxDOT is committed to maintaining an alcohol, drug, and firearm free workplace. Possession or use of firearms, or possession, use of or being under the influence of alcohol or controlled substances by vendor's employees while in the performance of any service is prohibited. Violation of this requirement shall constitute grounds for termination of the purchase order. Vendor's employees shall comply with TxDOT's policy prohibiting smoking in TxDOT buildings.

**6.04 REPLACEMENT OF PERSONNEL:** If TxDOT determines a vendor's employee or vendor subcontractor performing under this purchase order is unable to perform in accordance with the service requirements or to communicate effectively, or is in the opinion of TxDOT, otherwise objectionable, the vendor shall immediately remove that employee or subcontractor.

**6.05 LABOR/MATERIAL/EQUIPMENT:** The vendor shall provide all labor, material, and equipment necessary to furnish the goods or perform the service(s) throughout the term of the purchase order. All employees of the vendor shall be a minimum of seventeen (17) years of age and experienced in the type of work to be performed. No visitors, wives, husbands, children or other relatives of the vendor's employees will be allowed on state property during working hours, unless they are bona fide employees of the vendor.

**6.06 ENGLISH SPEAKING STAFF:** The vendor shall at all times have a minimum of one English speaking employee on the job. All employees shall be well-groomed and appropriately dressed when on TxDOT property.

**6.07 FELONY CRIMINAL CONVICTIONS:** Vendor represents and warrants that vendor or vendor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, vendor has fully advised TxDOT as to the facts and circumstances surrounding the conviction and vendor agrees to defense, hold harmless, indemnify TxDOT from any loss or claim due to any such employees.

**6.08 SUBCONTRACTING REQUIREMENTS:** In accordance with Government Code Sections 2161.181-182 and 34 TAC §20.11 and pursuant to the CPA Historically Underutilized Business (HUB) Rules, 34 TAC, §20.14, and Transportation DBE/HUB/SBE Rules, 43 TAC 9.50-.57 (relating to Disadvantaged Business Enterprises, HUB and Small Business Enterprises, DBE/HUB/SBE) all state agencies entering into a contract with an expected value of \$100,000 or more over the life of the contract (including renewals) shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine if it is probable for subcontracting opportunities under the contract. If subcontracting opportunities are probable the state agency will state such probability in its bids, proposals, offers, or other applicable expression of interest and require the submission of a HUB Subcontracting Plan (HSP). The HSP, if acceptable to the agency, will be a provision of the contract. The HSP, if required, may be found at: <http://www.dot.state.tx.us/gsd/purchasing/purchasing.htm>.

**6.09 PAYMENT OF SUBCONTRACTORS:** As provided by Government Code Section 2251.022 Time for Payment by Vendor:

- (a) A vendor who receives a payment from a governmental entity shall pay a subcontractor the appropriate share of the payment not later than the 10th day after the date the vendor receives the payment.
- (b) The appropriate share is overdue on the 11th day after the date the vendor receives the payment.

**6.10 VENDOR TITLE VI AFFIRMATIONS:** The vendor affirms the following, with regard to the work performed by it under the purchase order:

- (a) Vendor and its subcontractors shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The vendor shall not participate either directly or indirectly in any discriminatory employment practices. Failure by the vendor to carry out these requirements is a material breach of any contract awarded and may result in the termination of the contract or such other remedy as TxDOT deems appropriate.
- (b) In any solicitations for subcontractors, including procurements of materials or leases of equipment and in all solicitations either by competitive bidding or negotiation made by the vendor for work to be performed under a subcontract, each potential subcontractor or supplier shall be notified by the vendor of the vendor's and subcontractor's obligations under its purchase order relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

- (c) During the performance of this purchase order, the vendor, for itself, its assignees and successors in interest (hereinafter referred to as the "vendor") agrees as follows:
- (1) Compliance with Regulations: The vendor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations (CFR), Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this purchase order.
  - (2) Nondiscrimination: The vendor, with regard to the work performed by it during the purchase order, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The vendor shall not participate either directly or indirectly on the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the purchase order covers a program set forth in Appendix B of the Regulations.
  - (3) Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the vendor's obligations under this purchase order and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability. The assurances in (2) above must appear in all subcontracts.
  - (4) Information and Reports: The vendor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the TxDOT or the Federal Highway Administration (FHWA) to be pertinent and to ascertain compliance with such Regulations, orders and instructions. Where any information required of a vendor is in the exclusive possession of another who fails or refuses to furnish this information the vendor shall certify to the TxDOT or the FHWA as appropriate, and shall set forth what efforts it has made to obtain the information.
  - (5) Sanctions for Noncompliance: In the event of the vendor's noncompliance with the nondiscrimination provisions of this purchase order, TxDOT shall impose such sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
    - a) withholding of payments to the vendor under the purchase order until the vendor complies; or
    - b) cancellation, termination, or suspension of the purchase order, in whole or in part.
  - (6) Incorporation of Provisions: The vendor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.
- (d) The vendor shall take such action with respect to any subcontract or procurement as TxDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided however, that, in the event a vendor becomes involved in, or is threatened with, litigations with a subcontractor or supplier as a result of such direction, the vendor may request TxDOT enter into such litigation to protect the interests of TxDOT, and, in addition, the vendor may request the United States to enter into such litigation to protect the interests of the United States.

**6.11 E-VERIFY:** Pursuant to Executive Order RP-80, Vendor certifies and ensures that for all contracts for services, Vendor shall, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of this agreement to determine the eligibility of:

- (a) All persons employed by Vendor during the term of this agreement to perform duties within the State of Texas; and
- (b) All persons, including subcontractors, assigned by Vendor to perform work pursuant to this agreement.

Violation of this provision constitutes a material breach of this agreement.

## **PART 7. DISPUTE RESOLUTION**

**7.01 DISPUTE RESOLUTION:** TxDOT has established a dispute resolution process under 43 TAC §9.1 and §9.2 to resolve disputes that may arise between TxDOT and the vendor under any purchase order resulting from this solicitation. The dispute resolution process provided for in Government Code Chapter 2260 must be used by TxDOT and the vendor to resolve disputes arising under the purchase order, including without limitation any claim for breach of contract. The contested case process provided in Chapter 2260 is the vendor's sole and exclusive process for seeking a remedy for an alleged breach of contract by TxDOT if the parties are unable to resolve their disputes as described above. Notwithstanding any provision of the purchase order to the contrary, unless otherwise agreed in writing by TxDOT, the vendor shall continue performance and shall not be excused from performance during the period of contract claim or dispute is pending; however, the vendor may suspend performance during the pendency of such claim or dispute if the vendor has complied with all provisions of Section 2251.051, Texas Government Code, and such suspension of performance is expressly applicable and authorized under that law.

## **PART 8. CONTRACT TERMS**

**8.01 TERM OF CONTRACT:** The term of the contract shall be as stated on the purchase order.

**8.02 ORDER OF PRECEDENCE:** In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the order specified on the purchase order.

### **8.03 TERMINATION OF A PURCHASE ORDER**

- (a) **FOR CAUSE:** If vendor fails to provide a good or service according to the provisions of the purchase order or fails to comply with any term or condition of the purchase order, or if any representation or certification made in the purchase order or any related document is false, incomplete or inaccurate, TxDOT may terminate the purchase order upon written notice to the vendor and either re-solicit or award the purchase order to the next lowest responsive and responsible respondent. The defaulting vendor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work unless the specification or scope of work is significantly changed. If vendor defaults on the purchase order, TxDOT may purchase the goods or service elsewhere and charge any increase in cost to the defaulting vendor. TxDOT may impose sanctions, debar or suspend the vendor for abandonment or default(s) on the purchase order. This provision does not limit any other remedies TxDOT may have at law or equity.
- (b) **FOR CONVENIENCE:** The purchase order may be terminated in whole or in part, without penalty, by either party by providing thirty (30) days written notice to the other party. TxDOT will pay the vendor the purchase order price prorated for acceptable service performed up to the date specified in the notice of termination. Termination under this paragraph shall not relieve the vendor of any obligation or liability that has occurred prior to termination. The vendor shall refund any balance of unused prepaid funds.

**8.04 SALE OR ASSIGNMENT:** The purchase order is void if sold or assigned to another company without written approval from TxDOT. Written notification of changes to company name, address, telephone number, etc. shall be provided to TxDOT as soon as possible but not later than thirty (30) days from the date of change.



**8.05 RENEWAL OF BLANKET PURCHASE ORDER FOR GOODS:** A blanket purchase order for goods may be renewed for up to three additional like periods of time at the original price, terms and conditions, and any approved changes. Any changes will be clearly detailed in the amended purchase order.

**8.06 RENEWAL OF PURCHASE ORDER FOR SERVICES:** The purchase order may be renewed for up to three additional like periods of time at the same terms and conditions, or as otherwise stated in the solicitation, provided both parties agree in writing to do so prior to the expiration of the purchase order.

**8.07 RENEWAL OF PURCHASE ORDER FOR NEGOTIATED GOODS OR SERVICES**

- (a) The purchase order may be renewed for up to three additional like periods of time at the same terms and conditions, or as otherwise stated in the solicitation, provided both parties agree in writing to do so prior to the expiration of the purchase order.
- (b) For purchase orders issued using the RFP or RFO method of purchase, TxDOT reserves the right to negotiate additional time if circumstances require. TxDOT and the vendor may negotiate additional time and price based on the deliverable or need in the best interest of the state and TxDOT.

**8.08 EXTENSION OF PURCHASE ORDERS**

- (a) TxDOT reserves the right to extend a purchase order for time only past the stated term to allow the vendor to complete the requirements or to accommodate unanticipated events or requirements prior to the expiration of the purchase order.
- (b) A purchase order in its final renewal period may be further extended for time and money for a period up to ninety (90) days at the option of TxDOT.
- (c) The vendor may request a time only extension of a purchase order by submitting written justification to TxDOT. TxDOT will approve or decline the request for extension in writing.

**8.09 SEVERABILITY CLAUSE:** In the event that any provision(s) of this purchase order may later be determined to be invalid, void, or unenforceable, then the remaining provisions of this purchase order shall remain in full force and effect.

**8.10 BINDING EFFECT AND SURVIVAL OF OBLIGATIONS**

- (a) By executing this purchase order, the vendor binds itself, its respective successors and assignees, to the faithful performance of the terms and conditions and provisions of the purchase order.
- (b) Expiration or termination of this purchase order for any reason shall not release vendor from any liabilities or obligations set forth in the terms and conditions and purchase order or any work order that are expressly stated to survive any such expiration or termination or which by their nature are intended to be applicable following such expiration or termination, including any and all provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification.
- (c) The term of service stated on the purchase order is binding on the vendor regardless of the term on the originating agency contract or its purchase order.



## PRIORITY INVOICE AND EARLY PAYMENT PROGRAM

TxDOT is offering an important program to all bidders that provide you the opportunity to prioritize your invoice processing and receive payments sooner. The program gives enrolled vendors enhanced benefits from improved invoice processing to priority handling to cash advancement and technology efficiencies:

1. Your electronic invoice submissions are sent to one (1) centralized mailbox as opposed to multiple regional or divisional mailbox locations; simplifying submission and tracking.
2. You will receive invoice data validation or rejection notices within 24 hours; providing quick feedback on your submission.
3. Your invoices will receive priority processing with Accounts Payable; getting your invoice paid faster.
4. Your payments will be accelerated from your contractual terms; providing you cash sooner.
5. You will receive detailed remittance statements; providing an easy reconciliation of invoice payments.

Bidders/contractors that participate must select one of the options below, populate the required information and sign. TxDOT does not set the Priority Invoice Processing and Early Payment Discount percentage (%) rate. TxDOT is permitting you the flexibility to determine the acceleration discount percentage (%) rate that best fits your business requirements.

### Option 1

☐

I am already enrolled and participating in the program and receiving its many e-Invoicing and early payment benefits.

### Option 2

☐

Yes, I would like to enroll in the Priority Invoice Processing and Early Payment program at the following proposed acceleration discount percentage(%) rate: \_\_\_\_\_ **%10 Days/Net 30\***

### Option 3

☐

No, I do not want to take advantage of the Priority Invoice Processing and Early Payment program at this time.

### Vendor Information

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_  
Title: \_\_\_\_\_ eMail: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Signature: \_\_\_\_\_  
Company: \_\_\_\_\_

\*TxDOT reserves the right to approve or reject any proposed rates. To learn more about the program and its benefits, visit <http://www.txdot.gov/business/vendors/epp.html> To speak with a program specialist, call (844) TxDOTEP (844.893.6837) or via email at [earlypay@txdot.gov](mailto:earlypay@txdot.gov)

**THIS PAGE SHOULD BE RETURNED AS PART OF THE BID**

**Fax completed form to: 512/416-2536**

## NOTES TO AGENTS:

Agents must provide all requested information then either fax or mail this form directly to the address listed below.

Pre-printed limits are the minimum required; if higher limits are provided by the policy, enter the higher limit amount and strike-through or cross-out the pre-printed limit.

To avoid work suspension, an updated insurance form must reach the address listed below one business day prior to the expiration date. Insurance must be in force in order to perform any work.

**Binder numbers are not acceptable for policy numbers.**

The certificate of insurance, once on file with the department, is adequate for subsequent department contracts provided adequate coverage is still in effect. Do not refer to specific projects/contracts on this form.

List the contractor's legal company name, including the DBA (doing business as) name as the insured. If a staff leasing service is providing insurance to the contractor/client company, list the staff leasing service as the insured and show the contractor/client company in parenthesis.

The TxDOT certificate of insurance form is the only acceptable proof of insurance for department contracts.

List the contractor's legal company name, including the DBA (doing business as) name as the insured or list both the contractor and staff leasing service as insured when a staff leasing service is providing insurance.

Over-stamping and/or over-typing entries on the certificate of insurance are not acceptable if such entries change the provisions of the certificate in any manner.

This form may be reproduced.

**DO NOT COMPLETE THIS FORM UNLESS THE WORKERS' COMPENSATION POLICY IS ENDORSED WITH A WAIVER OF SUBROGATION IN FAVOR OF TxDOT.**

The SIGNATURE of the agent is required.

## CERTIFICATE OF INSURANCE REQUIREMENTS:

### WORKERS' COMPENSATION INSURANCE:

The contractor is required to have Workers' Compensation Insurance if the contractor has any employees including relatives.

The word STATUTORY, under limits of liability, means that the insurer would pay benefits allowed under the Texas Workers' Compensation Law.

GROUP HEALTH or ACCIDENT INSURANCE is not an acceptable substitute for Workers' Compensation.

### COMMERCIAL GENERAL LIABILITY INSURANCE:

MANUFACTURERS' or CONTRACTOR LIABILITY INSURANCE is not an acceptable substitute for Comprehensive General Liability Insurance or Commercial General Liability Insurance.

### BUSINESS AUTOMOBILE POLICY:

If coverages are specified separately, they must be at least these amounts:

Bodily Injury	\$500,000 each occurrence
	\$100,000 each occurrence
Property Damage	\$100,000 for aggregate

PRIVATE AUTOMOBILE LIABILITY INSURANCE is not an acceptable substitute for a Business Automobile Policy.

## MAIL ALL CERTIFICATES TO:

Texas Department of Transportation  
CST – Contract Processing Unit (RA/200 – 1st Fl.)  
125 E. 11th Street  
Austin, TX 78701-2483  
512/416-2540 (Voice), 512/416-2536 (Fax)