



INSTRUCTIONS TO RESPONDENTS

THE ATTACHED SOLICITATION SHOULD BE RETURNED AS FOLLOWS:

Place a label in the lower left-hand corner of all sealed envelope as shown in the below example.

Bid No.: BXX-XXXX-XXXXXXXXXX
Bid Opening: MM/DD/YY, 00:00 p.m.
Purchaser: Purchaser Name

HAND DELIVERY

Texas Department of Transportation
East Region Purchasing – Houston District
7600 Washington Ave. 1st floor
Houston, TX 77007

or

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

Texas Department of Transportation
East Region Purchasing – Houston District
7600 Washington Ave. 1st floor
Houston, TX 77007

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/cmbll/>, or by phoning 1-512-463-3459.



INVITATION FOR BID

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10/28/2011

SOLICITATION NO: B332012005301000

OPENING DATE 03:00PM Nov 18, 2011

To:	Return Sealed Response To:
	TEXAS DEPARTMENT OF TRANSPORTATION EAST REGIONAL SUPPORT CENTER PURCHASING SECTION PO BOX 1386 HOUSTON TX 77251-1386
VENDOR ID:	BUYER: 802 – HARRY DEBA B 005301

Show opening date and number in lower left hand corner of sealed response envelope and show return address of vendor.
 Vendor agrees to comply with this solicitation below and all terms and conditions.
 F.O.B. destination means vendor retains 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
	SHIP TO THE FOLLOWING LOCATION UNLESS OTHERWISE NOTED: TEXAS DEPARTMENT OF TRANSPORTATION SERVICE TO BE PROVIDED AT THE LOCATION(S) REFERENCED IN THE BODY OF THE SOLICITATION/PO.					
1.	NIGP 910-82-50-2526. ELECTRICAL MAINTENANCE AND REPAIR SERVICES IN ACCORDANCE WITH TXDOT SPECIFICATION NUMBER 910-82-50, LATEST ISSUE. LICENSED COMMERCIAL JOURNEYMAN ELECTRICIAN, REGULAR HOURS	2,000	HOUR			
2.	NIGP 910-82-50-2542. ELECTRICAL MAINTENANCE AND REPAIR SERVICES IN ACCORDANCE WITH TXDOT SPECIFICATION NUMBER 910-82-50, LATEST ISSUE. LICENSED COMMERCIAL JOURNEYMAN ELECTRICIAN, OFF-SHIFT HOUR	60	HOUR			
3.	NIGP 910-82-50-2567. ELECTRICAL MAINTENANCE AND REPAIR SERVICES IN ACCORDANCE WITH TXDOT SPECIFICATION NUMBER 910-82-50, LATEST	15	HOUR			

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 a Texas address is shown as the address of the respondent, respondent qualifies as a Texas Bidder as defined in 34TAC Rule 20.32.



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Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	ISSUE. LICENSED COMMERCIAL JOURNEYMAN ELECTRICIAN, PREMIUM HOURS					
4.	NIGP 910-82-50-0504. ELECTRICAL MAINTENANCE AND REPAIR SERVICES IN ACCORDANCE WITH TXDOT SPECIFICATION NUMBER 910-82-50, LATEST ISSUE. APPRENTICE ELECTRICIAN, REGULAR HOURS	1,500	HOUR			
5.	NIGP 910-82-50-0520. ELECTRICAL MAINTENANCE AND REPAIR SERVICES IN ACCORDANCE WITH TXDOT SPECIFICATION NUMBER 910-82-50, LATEST ISSUE. APPRENTICE ELECTRICIAN, OFF-SHIFT HOURS	40	HOUR			
6.	NIGP 910-82-50-0546. ELECTRICAL MAINTENANCE AND REPAIR SERVICES IN ACCORDANCE WITH TXDOT SPECIFICATION NUMBER 910-82-50, LATEST ISSUE. APPRENTICE ELECTRICIAN, PREMIUM HOURS	10	HOUR			
7.	NIGP 910-82-50-9042. ELECTRICAL MAINTENANCE AND REPAIR SERVICES IN ACCORDANCE WITH TXDOT SPECIFICATION NUMBER 910-82-50, LATEST ISSUE. MISCELLANEOUS PARTS (DISCOUNT FROM THE CURRENT PUBLISHED MANUFACTURER'S SUGGESTED RETAIL PRICE LIST) BIDDERS SHALL BID THIS ITEM BY INSERTING A PERCENT DISCOUNT FROM THE LIST PRICE IN THE SPACE BELOW: _____PERCENT DISCOUNT.	40,000	EA			



INVITATION FOR BID

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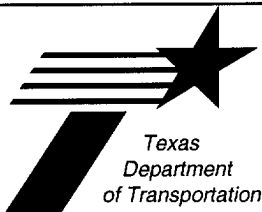
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Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
8.	FOR BID EVALUATION PURPOSES ONLY, THE SUM OF \$40,000.00 LESS THE PERCENT DISCOUNT TO EVALUATE THIS LINE ITEM. NIGP 910-82-50-9067. ELECTRICAL MAINTENANCE AND REPAIR SERVICES IN ACCORDANCE WITH TXDOT SPECIFICATION NUMBER 910-82-50, LATEST ISSUE. MISCELLANEOUS SERVICES (PAID AT COST OF ACTUAL SERVICE) THIS IS NOT A BIDDABLE LINE ITEM AND WILL ONLY BE USED AS A CONTINGENCY FUND FOR MISCELLANEOUS SERVICES NECESSARY TO COMPLETE ELECTRICAL WORK. MISCELLANEOUS SERVICE UNDER THIS LINE ITEM SHALL NOT EXCEED \$5000.00 PER JOB. MISCELLANEOUS SERVICES WITH AN ESTIMATED COST OVER \$5000.00 PER JOB WILL NOT BE REQUIRED UNDER THE PURCHASE ORDER.	1	LOT			
9.	NIGP 910-82-50-0751. ELECTRICAL MAINTENANCE AND REPAIR SERVICES IN ACCORDANCE WITH TXDOT SPECIFICATION NUMBER 910-82-50, LATEST ISSUE. ELECTRICAL PRICE GUIDE COPIES SHALL BE DELIVERED OR MAILED ON A QUARTERLY BASIS ONLY TO THE TWO LOCATIONS SHOWN BELOW: * NOTE: ONE COPY PER QTR PER LOCATION, FOR A TOTAL OF 4 COPIES PER YEAR FOR EACH LOCATION. TXDOT - HOUSTON DISTRICT HEADQUARTERS 7600 WASHINGTON AVE HOUSTON, TX 77007	4	QTR			



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VENDOR ID:		BUYER: 802 - HARRY DEBA B 005301				
Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
10.	ATTN: WALTER HAMBRICK TXDOT - HOUSTON TRANSTAR BUILDING 6922 OLD KATY RD. HOUSTON, TX 77024 ATTN: DEVONNE FLINN NIGP 962-95-99-2010. FEES, MISCELLANEOUS. MOBILIZATION FEE MOBILIZATION IS DEFINED AS: TRAVEL OF PERSONNEL, EQUIPMENT, SUPPLIES AND INCIDENTALS NECESSARY TO PERFORM THE WORK DESCRIBED IN THE SPECIFICATION. TXDOT WILL PAY 1 MOBILIZATION FEE PER DAY, PER JOB FOR WORK PERFORMED OUTSIDE OF HARRIS COUNTY. TXDOT WILL NOT PAY MOBILIZATION FEE FOR WORK PERFORMED INSIDE OF HARRIS COUNTY. RESPONDENT SHALL BID THIS ITEM BY INSERTING THE TOTAL FROM: SCHEDULE 4 - MOBILIZATION PRICING FOR TXDOT LOCATIONS OUTSIDE OF HARRIS COUNTY. THE FOLLOWING APPLIES TO THIS ENTIRE SOLICITATION. NOTE: ALL INFORMATION OR CHANGES RELATED TO THIS SOLICITATION WILL BE POSTED ON THE BELOW WEBSITE. RESPONDENT SHOULD MONITOR THE WEBSITE FOR ANY ADDENDUMS, ADDITIONAL DOCUMENTS, QUESTIONS AND RESPONSES OR CHANGES. HTTP://ESBD.CPA.STATE.TX.US	1	EA			



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10/28/2011

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VENDOR ID:	BUYER: 802 – HARRY DEBA B 005301
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Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	TERM OF SERVICE: SERVICE SHALL COMMENCE UPON ISSUANCE OF THE PURCHASE ORDER OR AS OTHERWISE INDICATED ON THE PURCHASE ORDER FOR A 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. ELECTRICAL MAINTENANCE AND REPAIR SERVICES SHALL BE PERFORMED IN ACCORDANCE WITH: SPECIFICATION NO. TXDOT: 910-82-50, REVISED JUNE 2011, WITH THE FOLLOWING EXCEPTIONS: – CHANGE PARA. 9. LAST TWO LINES FROM: COPIES SHALL BE DELIVERED OR MAILED TO THE TXDOT POINT OF CONTACT FOR EACH SPECIFIC DELIVERY LOCATION LISTED ON ATTACHMENT A – LOCATIONS. TO: COPIES SHALL BE DELIVERED OR MAILED TO THE POINT OF CONTACT FOR ONLY TWO LOCATIONS AS SPECIFIED ON LINE ITEM NO. 9 ON THE IFB. – CHANGE PARA. 20. TRAVEL: LINE 20.1 FROM: ALL TRAVEL AND PER DIEM SHALL BE INCLUDED IN THE UNIT PRICE. TO: ALL TRAVEL SHALL BE BID AS STATED IN LINE ITEM NO. 10 ON THE INVITATION FOR BID (IFB) UNDER MOBILIZATION FEE. – DELETE LINE 20.2. IN ITS ENTIRETY. PARA. 25. RESPONSE SUBMISSION: – CHANGE 25.1.1. FROM: SECTION 1 – ORIGINAL, SIGNED, DATED AND COMPLETED IFB					



INVITATION FOR BID

10/28/2011

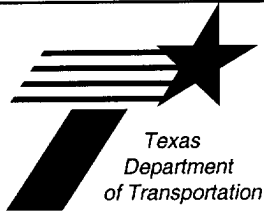
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VENDOR ID:	BUYER: 802 – HARRY DEBA B 005301

Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	TO: ORIGINAL, SIGNED, DATED AND COMPLETED IFB – CHANGE 25.1.2. FROM: SECTION 2 – SCHEDULE 1– PRICING TO: SCHEDULE 1 – COMPANY QUALIFICATIONS AND EXPERIENCE – CHANGE 25.1.3. FROM: SECTION 3 – SCHEDULE 2 – COMPANY QUALIFICATIONS AND EXPERIENCE TO: SCHEDULE 2 – RESPONDENT PERSONNEL QUALIFICATIONS AND REFERENCES – CHANGE 25.1.4. FROM: SECTION 4 – SCHEDULE 3 – RESPONDENT PERSONNEL QUALIFICATIONS AND REFERENCES TO: SCHEDULE 3 – RESPONDENT REFERENCES – CHANGE 25.1.5. FROM: SECTION 5 – HUB SUBCONTRACTING PLAN (IF APPLICABLE) TO: SCHEDULE 4 – MOBILIZATION, TXDOT LOCATIONS OUTSIDE OF HARRIS COUNTY. – ADD 25.1.6. HUB SUBCONTRACTING PLAN (IF APPLICABLE) * ATTACHMENT A – HOUSTON DISTRICT ADDRESS MAP * SCHEDULE 1 – COMPANY QUALIFICATIONS AND EXPERIENCE * SCHEDULE 2 – RESPONDENT PERSONNEL					



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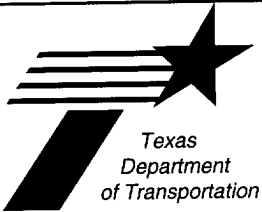
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Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	QUALIFICATIONS AND REFERENCES * SCHEDULE 3 – RESPONDENT REFERENCES * SCHEDULE 4 – MOBILIZATION PRICING, TXDOT LOCATIONS OUTSIDE OF HARRIS COUNTY * TXDOT TERMS AND CONDITIONS, REVISED SEPTEMBER 2011. – PAYMENT SHALL BE IN ACCORDANCE WITH PART 4.04, PARA. (C) OF THE TXDOT TERMS AND CONDITIONS. – INSURANCE SHALL BE IN ACCORDANCE WITH PART 5, PARAS. 5.04, 5.06(A), AND 5.07 * FORM 1950, CERTIFICATE OF INSURANCE FOR SERVICES. 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 AND THE PURCHASE ORDER BEING AWARDED TO THE NEXT RESPONSIVE, RESPONSIBLE RESPONDENT. TEXAS HUB SUBCONTRACTING PLAN (HSP) IN ACCORDANCE WITH TEXAS GOVERNMENT CODE, CHAPTER 2161, THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) DIRECTOR OF PURCHASING HAS					



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Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	DETERMINED THAT SUBCONTRACTING OPPORTUNITIES ARE PROBABLE IN CONNECTION WITH THIS SOLICITATION. ACCORDINGLY, A HSP IS A REQUIRED PART OF THE RESPONSE. FAILURE TO SUBMIT THE HSP SHALL DEEM THE RESPONSE NON-RESPONSIVE AND WILL DISQUALIFY THE RESPONSE FROM CONSIDERATION. RESPONDENTS PLANNING TO SUBCONTRACT A PORTION OF THIS PURCHASE ORDER SHALL IDENTIFY THEIR PROPOSED SUBCONTRACTORS BY COMPLETING AND RETURNING THE REQUIRED FORMS IN THE HSP WITH THEIR RESPONSE. TXDOT HAS THE RIGHT TO CHECK THE SUBCONTRACTORS' BACKGROUND AND MAKE A DETERMINATION ON EITHER APPROVING OR REJECTING THE USE OF A PROPOSED SUBCONTRACTOR. ANY NEGATIVE RESPONSES MAY RESULT IN THE DISQUALIFICATION OF THE SUBCONTRACTOR. TXDOT HAS DETERMINED THAT THE FOLLOWING AREAS OF WORK ARE PROBABLE SUBCONTRACTING OPPORTUNITIES, BUT SHOULD NOT BE CONSIDERED AN EXHAUSTIVE LIST FOR THIS SOLICITATION: AREA OF WORK / CLASS-ITEM: 910-82 ELECTRICAL MAINTENANCE AND REPAIR SERVICES. RESPONDENT SHALL RETURN HUB SUBCONTRACTING PLAN FORMS AND ANY ADDITIONAL PAGES IDENTIFYING ALL HUB SUBCONTRACTING EFFORTS.					



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VENDOR ID:	BUYER: 802 – HARRY DEBA B 005301

Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	QUANTITY(IES): QUANTITIES ARE ESTIMATED: TXDOT DOES NOT GUARANTEE TO PURCHASE ANY MINIMUM QUANTITY. TXDOT RESERVES THE RIGHT TO INCREASE THE QUANTITY(IES) OF THE PURCHASE ORDER AT THE SAME ORIGINAL TERMS AND CONDITIONS. THE VENDOR WILL BE NOTIFIED IN WRITING BY PURCHASE ORDER CHANGE NOTICE OF ANY REQUIREMENTS FOR ADDITIONAL QUANTITY(IES). 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. PRICE					



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Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	INCREASES FOR THE FIRST AND SECOND EXTENSION PERIODS WILL BE BASED ON THE CPI-W. PLEASE PROVIDE A VENDOR POINT- OF- CONTACT FOR SERVICES: NAME_____ TELEPHONE_____ FAX NUMBER_____ EMAIL ADDRESS_____ FOR CLARIFICATION OF THE SPECIFICATIONS OF THIS SOLICITATION, RESPONDENTS MAY CONTACT: PURCHASER: HARRY DEBA TELEPHONE: (713) 802-5523 EMAIL: HARRY.DEBA@TXDOT.GOV 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. NOTE: TXDOT WILL NOT ACCEPT FAXED RESPONSES FOR THIS SOLICITATION. THE BID OPENING WILL BE HELD AT THE TEXAS DEPARTMENT OF TRANSPORTATION EAST REGION PURCHASING-HOUSTON DISTRICT 7600 WASHINGTON AVE HOUSTON, TX 77007					



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VENDOR ID:		BUYER: 802 - HARRY DEBA B 005301				
Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	VENDOR TO PROVIDE CURRENT COMPANY NAME: _____ _____ VENDOR TO PROVIDE FEDERAL EIN: _____ _____ IF INVOICE WILL BE SUBMITTED BY, AND/OR PAYMENT MADE TO AN EIN OR COMPANY NAME DIFFERENT FROM THE VENDOR NAME ON THE PO VENDOR MUST COMPLETE THE FOLLOWING TO AUTHORIZE PAYMENT. _____ EIN OF COMPANY AUTHORIZED TO INVOICE FOR VENDOR: _____ _____ NAME OF INVOICING COMPANY: _____ _____ EIN OF COMPANY AUTHORIZED TO RECEIVE PAYMENT: _____ _____ NAME OF COMPANY TO BE PAID: _____ _____ PREFERENCE AND VENDOR ID NUMBER CHECK BELOW IF PREFERENCE CLAIMED UNDER RULE 34TAC 20.38. TIE-BID PREFERENCES ☐ 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					



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Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	__ USA PRODUCED SUPPLIES, MATERIAL OR EQUIPMENT __ PRODUCTS PRODUCED AT FACILITIES LOCATED ON FORMERLY CONTAMINATED PROPERTY __ PRODUCTS AND SERVICES FROM ECONOMICALLY DEPRESSED OR BLIGHTED AREAS __ GOODS PRODUCED OR OFFERED BY A TEXAS BIDDER THAT IS OWNED BY A SERVICE-DISABLED VETERAN WHO IS A TEXAS RESIDENT SOURCE PREFERENCES __ PRODUCTS OF PERSONS WITH MENTAL OR PHYSICAL DISABILITIES __ 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 __ MANUFACTURER THAT HAS A RECYCLE PROGRAM FOR COMPUTER EQUIPMENT __ CONTRACTOR PROVIDING FOODS OF HIGHER NUTRITIONAL VALUE SPECIFICATION PREFERENCES POINT LINES MADE OF RECYCLED MATERIALS, REMANUFACTURED, OR ENVIRONMENTALLY SENSITIVE MATERIALS INCLUDING RECYCLED STEEL __ ENERGY EFFICIENT PRODUCTS __ RUBBERIZED ASPHALT PAVING MATERIALS __ RECYCLED MOTOR OIL AND LUBRICANTS					



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Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	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. FOR INFORMATION ON OBTAINING YOUR EIN YOU MAY CALL 800-829-4933 OR VISIT THE FOLLOWING WEBSITE: HTTP://WWW.IRS.GOV/BUSINESSES/SMALL/ (NOTE: THIS LINK WILL NOT WORK IF CAPITALIZATION IS USED. TYPE IN NAVIGATION BAR USING LOWER CASE LETTERS)					

TEXAS DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES DIVISION

SPECIFICATION NO.
TxDOT 910-82-50*
REVISED: JUNE 2011

ELECTRICAL 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 for services to provide electrical maintenance and repairs on an as-needed basis at TxDOT locations as specified in Attachment A – Locations. TxDOT may require the services of a Master Electrician, Journeyman Electrician or Apprentice Electrician on an as needed basis.
2. APPLICABLE LAWS AND STANDARDS: The vendor shall provide the specified service requirements in accordance with all federal, state and local applicable laws, standards and regulations necessary to perform the services, including, but not limited to:
 - 2.1. Texas Administrative Code, Title 16, Part 4, Chapter 73 Electricians.
 - 2.2. Uniform Mechanical, Building, and Plumbing Codes and National Electrical Codes.
 - 2.3. Occupations Code, Title 8, Chapter 1305, Electricians, known as the Texas Electrical Safety and Licensing Act.
3. RESPONDENT QUALIFICATIONS: The respondent shall:
 - 3.1. Be a company engaged in the business of providing electrical maintenance and repair services for a minimum of five years within the last seven years. A recent start-up business does 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.
 - 3.2. Operate the business as an Electrical Contractor with a current and valid Texas Electrical Contractor License and a Master Electrician license issued under the Texas Department of Licensing and Regulation (TDLR). If the Electrical Contractor is not licensed as a Master Electrician, the Electrical Contractor may employ an individual who has a valid and current master electrician license assigned to the company, throughout the term of the purchase order.

* This Specification Supersedes Specification No. TxDOT 910-82-50, Revised August 2010.

- 3.3. Provide or subcontract additional licensed electricians to respond to multiple request or locations on an as needed basis.
- 3.4. 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 to this solicitation 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:

- 3.4.1. Balance sheets.
- 3.4.2. Net working capital.
- 3.4.3. Current asset ratio.
- 3.4.4. Liquidity ratio.
- 3.4.5. Auditor(s) notes.
- 3.4.6. Any notes to the financial statements.

4. **RESPONDENT REFERENCES:** The respondent shall submit a minimum of three references to substantiate the qualifications and experience requirements for similar services completed within the past two years. References shall illustrate respondent's ability to provide the services outlined in the specification. The response may 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. Schedule 4 – Respondent References).
5. **RESPONDENT PERSONNEL QUALIFICATIONS:** The respondent shall designate the following key personnel:
 - 5.1. **MASTER ELECTRICIAN:** A Master Electrician licensed by TDLR with a minimum of three years of commercial electrical experience within the last five years.
 - 5.2. **JOURNEYMAN ELECTRICIAN:** A Journeyman Electrician licensed by TDLR with a minimum of two years of commercial electrical experience within the last three years.
 - 5.3. **APPRENTICE ELECTRICIAN:** An Apprentice licensed by TDLR with a minimum of one year of commercial electrical experience.
6. **VENDOR REQUIREMENTS:** The vendor shall:
 - 6.1. Adhere to the TxDOT Terms and Conditions identified on the solicitation.

- 6.2. Provide a primary point-of-contact.
 - 6.3. Provide all labor, materials, miscellaneous parts, equipment, tools, transportation and methods of communication, and if required, additional miscellaneous services necessary to meet requirements of the specified services throughout the term of the purchase order.
 - 6.4. Apprentice Electrician must be under the direct supervision of a journeyman electrician.
 - 6.5. Provide a constantly monitored 24-hours a day, seven days per week telephone number to contact for electrical services.
 - 6.6. Respond verbally to the designated TxDOT representative within two hours of a service call being placed by the designated TxDOT representative. Have electrical personnel on-site within four hours of service call being placed unless other arrangements are agreed to by the designated TxDOT representative.
 - 6.7. Have additional staff or subcontractors to respond to multiple requests for services at the same time, as requested by the designated TxDOT representative on an as needed basis.
 - 6.8. Ensure vendor personnel are in compliance with the service requirements of this specification. Failure to comply with TxDOT service requirements may result in the cancellation of the purchase order.
7. ADDITIONAL RESPONDENT PERSONNEL REQUIREMENTS: All vendor personnel shall:
- 7.1. 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.
 - 7.2. Present and maintain a neat appearance at all times when on TxDOT property.
 - 7.3. Communicate in English, both orally and in writing, and receive, give, and understand written and verbal instructions.
 - 7.4. Not use profanity, be excessively loud or use personal multi-media devices (i.e., portable radios, CD players, or MP3 players) while performing services for TxDOT.
8. SERVICE REQUIREMENTS: The vendor shall:
- 8.1. Provide licensed electricians to perform various duties as directed by the designated TxDOT representative.
 - 8.2. Have all work diagnosed by the electrician and obtain approval by the designated TxDOT representative prior to work being performed.
 - 8.3. Thoroughly examine and become familiar with the TxDOT facility where services are to be performed, prior to commencing work, to ensure the service can be completed in an orderly and safe manner.
 - 8.4. Obtain approval from the designated TxDOT representative for service requiring more than one licensed electrician or an apprentice. TxDOT will not pay for additional electricians without written approval by the designated TxDOT representative.
 - 8.5. Ensure the licensed electrician contact the designated TxDOT representative upon arrival at service location. The electrician shall:

- 8.5.1. Have the designated TxDOT representative log the start and completion times for the electrical service performed on the vendor's service ticket.
- 8.5.2. Provide the following information on the service ticket:
 - 8.5.2.1. Building number.
 - 8.5.2.2. Floor number.
 - 8.5.2.3. Name of electrician(s) performing the work.
 - 8.5.2.4. Number of hours worked.
 - 8.5.2.5. TxDOT work order number issued for that job, if applicable.
- 8.6. Ensure all equipment and tools are well maintained, calibrated and in proper working order before use in the performance of this service.
- 8.7. Cover the furnishings and floor areas located below the equipment with tarps or plastic sheeting prior to commencing work.
- 8.8. Perform and complete all work required. In the event the work is not completed by the electrician by the end of the business day, the electrician shall provide the designated TxDOT representative in writing, the status of the work, reason for delay and the estimated completion date.
- 8.9. Ensure any work requiring a separate license is performed under the applicable license as required under local or state law.
- 8.10. Leave the work area clean and free of materials and debris to the satisfaction of the designated TxDOT representative. The vendor shall:
 - 8.10.1. Obtain approval from the designated TxDOT representative to remove defective mechanical and electrical parts.
 - 8.10.2. Remove and dispose of all defective materials removed from the building in strict accordance with all applicable rules, regulations, codes, laws, ordinances and statutes.
 - 8.10.3. Clean and dispose of scrap materials, dirt, dust, and debris from all areas.
 - 8.10.4. Clean, repair or replace any item damaged by the vendor or subcontractor(s) during the performance of the service to the satisfaction of TxDOT at no additional cost to TxDOT.

9. ELECTRICAL PRICE GUIDE: If listed as a biddable line item on the solicitation, the vendor shall provide and deliver to TxDOT quarterly copies of the most recent condensed issue of the EPG[®]. Copies shall be delivered or mailed to the TxDOT point of contact for each specific delivery location listed on Attachment A – Locations. The EPG is available from:

Trade Service Company, LLC
15092 Avenue of Science
San Diego, CA 92128

For additional information, contact Trade Service Company, LLC at (800) 854-1527, or visit the website at: <http://www.tradeservice.com>

10. PARTS PRICING

- 10.1. The Trade Service's Electrical Pricing Guide[®] (EPG) latest edition shall be used to estimate the price of parts required to complete the service. Parts listed in the EPG shall be paid at the price shown in the EPG[®] less the percentage of discount proposed on the solicitation.
- 10.2. In the event the EPG publication 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 proposed on the solicitation.
- 10.3. All other parts shall be paid at the current manufacturer's published suggested retail price, less the percentage of discount as proposed on the solicitation.
11. 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 working days written notice to the vendor for facilities which need to be deleted or of any additional locations requiring service within the same area or region.

12. ADDITIONAL SERVICES AND MISCELLANEOUS PARTS:

- 12.1. The combination of additional services and miscellaneous parts shall not exceed \$5,000 per job. Additional services and parts with a total estimated cost over \$5,000 per job shall not be performed under the purchase order. Additional services are services not covered under the routine and preventive maintenance services scope of work identified in the specification.
- 12.2. Additional services shall cover only work required to bring the electrical system up to code and work not covered under the routine and preventive maintenance and repair service. The vendor shall assume the responsibility to provide the burden of proof that the cause of the electrical maintenance malfunction was due to abuse. The electrical material or part shall be taken out of operation until the designated TxDOT representative inspects the damages and authorizes work to be performed.
- 12.3. The vendor shall provide a cost estimate, which the designated TxDOT representative must approve in writing prior to any work being performed. TxDOT reserves the right to obtain service under a separate purchase order should it best serve the interest of TxDOT. Additional services shall be paid as follows:
- 12.3.1. Additional Services: The vendor shall provide, if listed as a line item on Schedule 1 – Pricing, additional services (such as minor code upgrades, minor installations, fabrication work, sheet-metal work, rental equipment, installation services) necessary to complete needed electrical maintenance and repair work.

- 12.3.2. Miscellaneous Parts: The vendor shall provide, if listed as a line item on Schedule 1 – Pricing, miscellaneous parts necessary to complete work allowed as additional services. Miscellaneous parts will be paid at the cost approved by TxDOT prior to installation.

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 12 months and shall cover 100 percent parts and labor. The warranty period shall commence upon date of acceptance by TxDOT. If the manufacturer's standard warranty period exceeds 12 months, then the standard warranty period shall be in effect. The vendor shall be ultimately responsible for the warranty. The vendor shall provide the designated TxDOT representative with all manufacturers' warranty documents upon completion of service prior to leaving the job site.
14. UNSATISFACTORY PERFORMANCE: Unsatisfactory performance may result in a negative vendor performance report or cancellation of the purchase order or both. TxDOT may consider the following performance by the vendor as unsatisfactory performance. An unsatisfactory performance determination includes, but is not limited to:
- 14.1. One service "call back" to correct the same problem within 30 consecutive days.
- 14.2. One instance within one year of vendor personnel assigned to an authorized service call not having the skill or knowledge to diagnose the problem or perform the repair or both.
- 14.3. Two instances within one year of response time, as defined in this specification, (Ref. Para. 6.6.) to an authorized service call exceeding the two-hour limit.

15. TXDOT PROPERTY RESTRICTIONS

- 15.1. 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.
- 15.2. RESTROOMS: Restrooms shall not be used for washing of tools and equipment.
- 15.3. 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.
- 15.4. ACCESS: The vendor shall make prior arrangements with the designated TxDOT representative for access to the building(s) for performance of the service and obtain temporary access badges, if necessary.

16. PERSONNEL CONTINUITY AND REPLACEMENT

- 16.1. 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 master and journeyman electricians 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 purchase order without prior written approval from TxDOT.
- 16.2. If TxDOT determines the master and journeyman electricians are unable to perform in accordance with the service requirements or to communicate effectively, the vendor shall immediately remove that person.
- 16.3. Proposed replacement personnel shall meet the same minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to TxDOT. Brief profiles may be requested for the proposed replacement(s). TxDOT will be the sole judge of the qualifications of the proposed replacement personnel.

17. 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:

- 17.1. Wearing hard hats (when applicable) safety shoes, and goggles.
- 17.2. Using appropriate type of equipment and tools for the task assigned.
- 17.3. Examine and become familiar with the system(s) and associated facilities to ensure the service can be completed in an orderly and safe manner prior to commencing work.
- 17.4. Maintain a safe work environment at all times.
- 17.5. Report immediately the existence of unsafe condition(s) that will compromise the performance of the service immediately to the designated TxDOT representative.

18. WORK HOURS

- 18.1. Regular work hours for performance of the service are defined in TxDOT Terms and Conditions, latest revision.
- 18.2. Off-shift hours are defined as hours worked in performance of the service in excess of 40 hours per week or performed beginning at 5:01 p.m, CT, through 7:59 a.m, CT, Monday through Friday and 5:01 p.m., CT, Friday through 12:00 a.m. CT Sunday.
- 18.3. Premium hours as defined as those hours worked in performance of the service from 12:01 a.m. Sunday through 7:59 a.m., CT, Monday and federal holidays.
- 18.4. Vendor employees shall adhere to an agreed upon work schedule. However, vendor employees shall be available to work different work hours 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, premium or modified hours shall be approved in writing by the designated TxDOT representative.
- 18.5. Work hours may be flexible, based on the electrical maintenance and repair services and TxDOT requirements. Work hours will be determined by the designated TxDOT representative.

19. SUBCONTRACTING

- 19.1. Subcontractors providing service under the purchase order shall meet the same service requirements and provide the same quality of service required of the vendor.
- 19.2. No subcontract under the purchase order shall relieve the primary vendor of responsibility for the services.
- 19.3. The vendor shall be the primary contact for TxDOT and subcontractor(s).
- 19.4. 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.
- 19.5. 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.
- 19.6. TxDOT reserves the right to request the removal of vendor's subcontractor staff deemed unsatisfactory by TxDOT.
- 19.7. Subcontracting shall be at the vendor's expense.
- 19.8. 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 calendar 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.
- 19.9. SOLICITATIONS OVER \$100,000: TxDOT will make an initial determination of whether subcontracting is probable. It is the respondent's determination to choose to subcontract any of the work under this purchase order with a Texas Certified Historically Underutilized Business (HUB) or other businesses.
 - 19.9.1. 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.
 - 19.9.2. The respondent shall identify all proposed HUB and other subcontractors at the time of response submittal. The required forms with video instructions can be found at the following website:

<http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan>
- 19.10. HUB SUBCONTRACTING PLAN (HSP) PRIME CONTRACTOR PROGRESS ASSESSMENT REPORT: After award of the purchase order, the vendor shall report all HUB and non-HUB subcontractor information using the HSP Prime Contractor Progress Assessment Report form. The report shall be submitted to the TxDOT contract manager monthly. The report shall be submitted monthly even during the months the vendor is not invoicing TxDOT. All payments made to subcontractors shall be reported. TxDOT may verify the amounts being reported as paid by requesting copies of cancelled checks paid to subcontractors.

20. TRAVEL

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

20.2. Actual travel time from the vendor's location or vendor employee's home to and from the work location is not reimbursable under the purchase order.

21. 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.

22. INVOICING INSTRUCTIONS: The vendor shall provide a comprehensive and detailed invoice with reference to the basis for each item charged. Original documentation that validates the charges shall be attached to include but not be limited to, copies of invoices from subcontractors or other entities to which the vendor has made payment and requires reimbursement from TxDOT. The original invoices shall be sent to FIN_Invoices@txdot.gov unless otherwise shown on the purchase order to ensure timely payment and shall include the following:

22.1. Complete 16 Digit purchase order number.

22.2. Vendor Employee Identification Number (EIN).

22.3. Remit to Address

22.4. Date and time of service.

22.5. Location of service.

22.6. Electrician's name with hours totaled.

22.7. Additional documentation including, but not limited to, the following:

22.7.1. Copies of all service tickets which include the start and completion date and times for service.

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

22.7.3. An itemized list of vendor supplied materials to include page number, part number, and price as listed in the current version of the EPG or the current manufacturer's published suggested retail price list, less the applicable discount.

NOTE: An invoice that requires correction shall be re-submitted with a new invoice date.

23. PAYMENT REQUIREMENTS: Payment shall be based on the following:

23.1. Additional services will be paid at the cost approved by the designated TxDOT representative prior to any work being performed (Ref. Para. 12.3.).

23.2. Vendor provided parts and materials will be paid per Para. 10. and Para.12.3.2.

23.3. The EPG will be paid at the price proposed on the solicitation, if shown as a line item on the solicitation. Payment will be made after receipt of each quarterly issue of the guide (Ref. Para. 9.).

- 23.4. Partial hours will be paid by rounding to the nearest half-hour as shown below:
 - 23.4.1. Less than 15 minutes – round to zero hours
 - 23.4.2. 15 minutes to 45 minutes – round to 1/2 hour
 - 23.4.3. Greater than 45 minutes – round to 1 hour
- 24. TxDOT RESPONSIBILITIES: TxDOT will:
 - 24.1. Provide a contract manager and point-of-contact.
 - 24.2. Provide a minimum of two hours notification for service (Ref. Para. 6.6.).
 - 24.3. Approve all work diagnosed by the electrician required to correct any problems prior to work being performed (Ref. Para.8.2.).
 - 24.4. Approve in writing a vendor request to use additional electrician's (Journeyman or Apprentice) on as needed basis (Ref, Para. 8.4.).
 - 24.5. Log the start and completion times on the vendor's service ticket for services performed (Ref. Para. 8.5.1.).
 - 24.6. Provide temporary access badges to the electrician's assigned to perform services at locations listed on Attachment A – Locations (Ref. Para. 14.4.).
 - 24.7. Provide access to the appropriate areas of TxDOT facilities where service is required (Ref. Para. 14.4.).
- 25. RESPONSE SUBMISSION
 - 25.1. 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:
 - 25.1.1. Section 1 – Original, signed, dated, and completed IFB
 - 25.1.2. Section 2 – Schedule 1 – Pricing
 - 25.1.3. Section 3 – Schedule 2 – Company Qualifications and Experience
 - 25.1.4. Section 4 – Schedule 3 – Respondent Personnel Qualifications and References
 - 25.1.5. Section 5 – HUB Subcontracting Plan (If applicable)
 - 25.2. 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.
 - 25.2.1. Section 6 – Schedule 4 – Respondent References (Ref. Para. 4.).
 - 25.2.2. Section 7 – Financial Statement: A statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and is current in payment of all taxes and fees (Ref. Para. 3.4.).

- 25.2.3. Section 8 – License and Permits – Copy of required Texas Electrical Contractor license and designated Electricians licenses (i.e. Master, Journeyman and Apprentices.

26. AWARD

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

26.2. TYPES OF AWARD

- 26.2.1. Single Award: One purchase order awarded to a single vendor.
- 26.2.2. 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.
- 26.2.3. Split Award: Award of separate line items on a single solicitation to different vendors resulting in two or more purchase orders.

27. POST AWARD MEETING: Vendor(s) may be required to attend a post award meeting in person or via teleconference with TxDOT within 15 calendar days after the award of the purchase. The purpose of the meeting is to discuss the terms and conditions, services requirements and to provide any additional information regarding the purchase order.

28. CONTRACT ADMINISTRATION: Administration of the purchase order is a joint responsibility of the TxDOT Contract Administrator and TxDOT Purchasing. TxDOT Purchasing staff will be responsible for administering the contractual business relationship with the vendor.

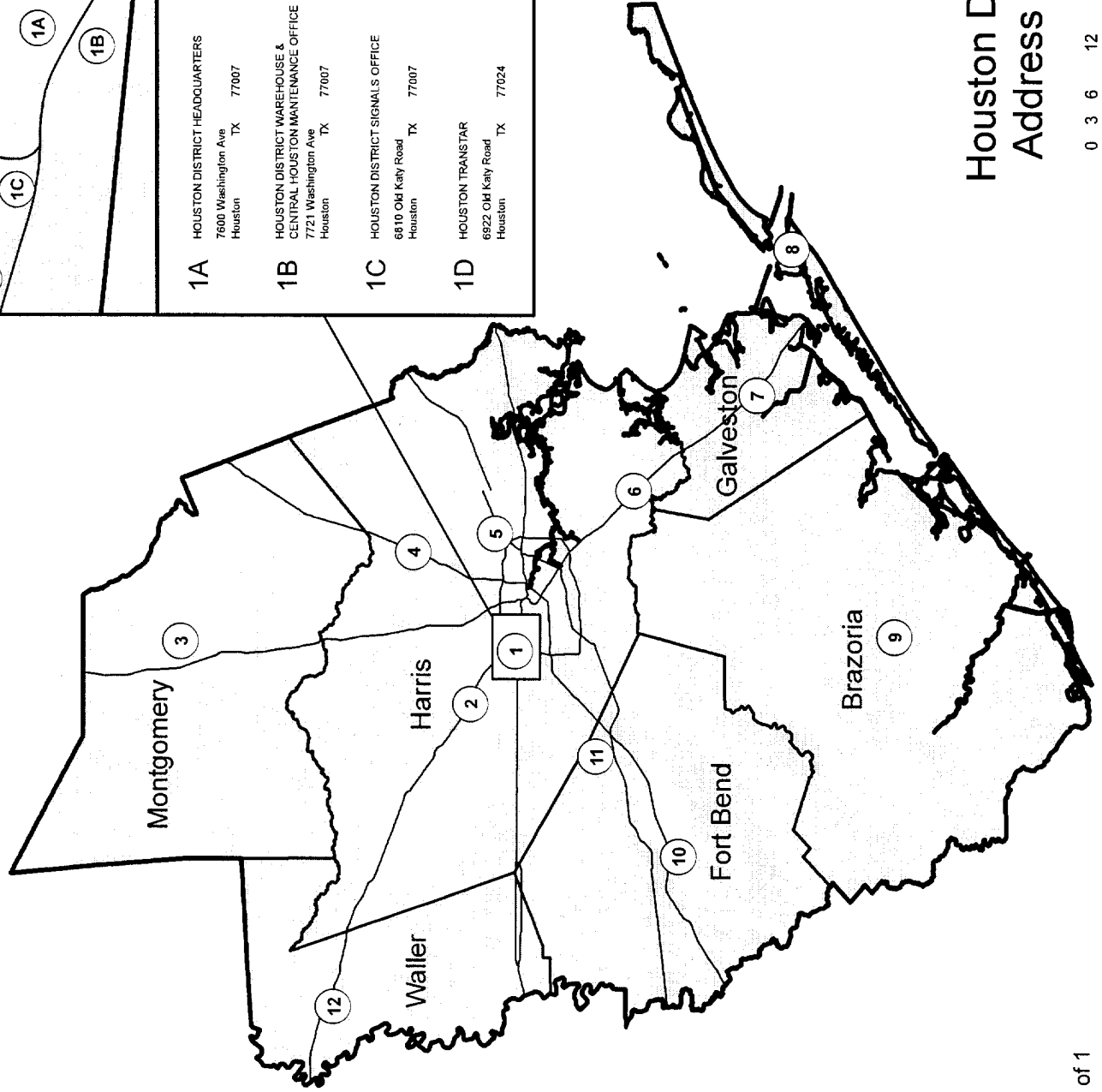
- 28.1. Any proposed changes to work to be performed, whether initiated by TxDOT or the vendor, must receive final written approval in the form of a Purchase Order Change Notice signed by the authorized TxDOT purchasing agent.

- 28.2. Upon issuance of purchase order, TxDOT will designate an individual who will serve as the Contract Manager and point of contact between the agency 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:

- 28.2.1. Monitoring the vendor's progress and performance and ensuring services conform to established specification requirements.
- 28.2.2. Managing the financial aspects of the contract including approval of payments.
- 28.2.3. Meeting with the vendor as needed to review progress, discuss problems, and consider necessary action.
- 28.2.4. Identifying a breach of contract by assessing the difference between contract performance and non-performance.
- 28.2.5. Other areas as identified by the Comptroller of Public Accounts Contract Management Guide, latest edition.

Attachment "A"

1A	HOUSTON DISTRICT HEADQUARTERS 7600 Washington Ave Houston TX 77007
1B	HOUSTON DISTRICT WAREHOUSE & CENTRAL HOUSTON MAINTENANCE OFFICE 7721 Washington Ave Houston TX 77007
1C	HOUSTON DISTRICT SIGNALS OFFICE 6810 Old Katy Road Houston TX 77007
1D	HOUSTON TRANSTAR 6922 Old Katy Road Houston TX 77024



Houston District Address Map

1	SEE INSERT
2	WEST HARRIS MAINTENANCE OFFICE 14838 Northwest Freeway Houston TX 77040 29.86944 -95.54361
3	MONTGOMERY MAINTENANCE OFFICE 990 FM 3083 Conroe TX 77305 30.34908 -95.44125
4	NORTH HARRIS MAINTENANCE OFFICE 16803 Eastex Freeway Humble TX 77347 29.96389 -95.28778
5	EAST HARRIS MAINTENANCE OFFICE 7303 Mesa Dr Houston TX 77028 29.82611 -95.26250
6	SOUTHEAST HARRIS MAINTENANCE OFFICE 702 FM 1959 Houston TX 77034 29.59222 -95.18111
7	GALVESTON MAINTENANCE OFFICE 5407 Gulf Freeway La Marque TX 77568 29.39146 -95.02330
8	GALVESTON - BOLIVAR FERRY OPERATIONS Ferry Road at SH 87 Galveston TX 77550 29.33009 -94.77220
9	BRAZORIA MAINTENANCE OFFICE 1033 E Orange Angleton TX 77515 29.16389 -95.42000
10	FORT BEND MAINTENANCE OFFICE 4235 SH 36 South Rosenberg TX 77471 29.51921 -95.80640
11	SPECIAL JOBS 12015 SH 6 Sugar Land TX 77478 29.64054 -95.65080
12	WALLER MAINTENANCE OFFICE 400 FM 1488 Hempstead TX 77445 30.09611 -96.06250

SCHEDULE 1
COMPANY QUALIFICATIONS AND EXPERIENCE
SOLICITATION NO.: B332012005301000

Respondent shall use this schedule to clearly show how they meet the requirements set forth in the specification (Ref. Para. 3.1., Para. 3.2., and Para. 3.3.).

Respondent Name:	
Addresses: Physical: Mailing:	
Phone Number: Fax Number:	
Name of person to contact with question regarding the solicitation Phone Number: Email address:	
Number of years in business:	From: To: Company: TECL License No. _____
Name and title of person signing the response:	
DOCUMENTATION OF COMPANY QUALIFICATIONS AND EXPERIENCE	
Respondents shall provide a response to the requested information below: Provide a brief description and type of commercial electrical maintenance and repair services performed for five years within the last seven years (Ref. Para. 3.1.). Provide the number of licensed Journeyman Electricians, registered Apprentice Electricians working for your company (Ref. Para. 5). Also describe if additional electricians are needed for multiple project how will your company meet this requirement.	

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 REASONABLE FACSIMILE WILL RESULT IN THE
RESPONSE BEING CONSIDERED NON-RESPONSIVE.**

SCHEDULE 2
RESPONDENT PERSONNEL QUALIFICATIONS AND REFERENCES
SOLICITATION NO.: B332012005301000

Respondent Name: _____

The respondent shall complete one profile for each proposed licensed Journeyman Electrician, and Apprentice Electrician to be assigned to this purchase order, each profile shall not exceed one page. TxDOT reserves the right to reject the proposed Respondent Personnel if references or past working performance are questionable or unfavorable.

RESPONDENT PERSONNEL INFORMATION		RESPONSE		
FULL NAME:				
NUMBER OF YEARS EMPLOYED BY RESPONDENT:				
Identify type of Electrician: >>>>>>>>>>>>				
RESPONDENT PERSONNEL QUALIFICATIONS	# YRS EXP.	FROM	TO	HOW/WHERE OBTAINED
NUMBER OF YEARS EXPERIENCE IN COMMERCIAL ELECTRICAL MAINTENANCE AND REPAIR SERVICES:				
SPECIFIC QUALIFICATIONS, TRAINING, LICENSES, REGISTRATIONS:				

Reference: No. _____

Name of Organization:			
BUSINESS ADDRESS:			
BUSINESS CITY:			
BUSINESS STATE:		ZIP:	
CONTACT PERSON NAME:			
CONTACT PERSON TITLE:			
PHONE NUMBER:		FAX:	
E-MAIL ADDRESS:			
Type of Service:			
DESCRIPTION OF SERVICES PERFORMED			
SERVICE START DATE:		SERVICE END DATE:	
REFERENCES COMMENTS:			

This page may be reproduced as needed to document each reference.

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SCHEDULE 3
RESPONDENT REFERENCES
SOLICITATION NO. B332012005301000

INCLUDE ONLY REFERENCES FOR WHICH PROJECTS WERE COMPLETED WITHIN THE LAST FIVE YEARS.

Respondent Name: _____

Company Name:	
Address:	
City:	State: Zip Code:
Phone Number:	Fax Number:
Point of Contact:	Dates Services Were Performed:

Reference Response (to be filled in by TxDOT):

Company Name:	
Address:	
City:	State: Zip Code:
Phone Number:	Fax Number:
Point of Contact:	Dates Services Were Performed:

Reference response:

Company Name:	
Address:	
City:	State: Zip Code:
Phone Number:	Fax Number:
Point of Contact:	Dates Services Were Performed:
Point of Contact:	Dates Services Were Performed:

Reference response:

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.

SCHEDULE 4
MOBILIZATION -TxDOT LOCATIONS OUTSIDE OF HARRIS COUNTY
SOLICITATION NO.: B332012005301000

Respondent Name: _____

Respondent shall use this schedule to clearly show their mobilization fee for service outside of Harris County.

TxDOT OFFICE LOCATION AS REFERENCED ON ATTACHMENT A – LOCATIONS	MOBILIZATION FEE		
	QTY.	UNIT PRICE	EXTENDED PRICE
3. Montgomery Area Engineer & Maintenance Office 901 FM 3083 E Conroe, TX 77303	10 ea.	\$	\$
7. Galveston Area Engineer & Maintenance Office 5407 Gulf Freeway La Marque , TX 77568	10 ea.	\$	\$
8. Galveston - Bolivar Ferry Operations Ferry Road at SH 87 Galveston, TX 77550	10 ea.	\$	\$
9. Brazoria Area Engineer & Maintenance Office 1033 E Orange St. Angleton, TX 77515	10 ea.	\$	\$
10. Fort Bend Area Engineer & Maintenance Office 4235 SH 36 South Rosenberg, TX 77471	10 ea.	\$	\$
11. Special Jobs office 12015 SH 6 Sugarland , TX 77478	10 ea.	\$	\$
12. Waller Maintenance Office 400 FM 1488 Hempstead, TX 77445	10 ea.	\$	\$
Enter Total Extended Price on Line Item No.10 on the Invitation for Bid (IFB)	Total \$ _____		

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

TEXAS DEPARTMENT OF TRANSPORTATION
TERMS AND CONDITIONS

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**TEXAS DEPARTMENT OF TRANSPORTATION
TERMS AND CONDITIONS**

PART 1. INTRODUCTION

1.01 GENERAL: These Terms and Conditions shall apply to all solicitations [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).

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.

* This Revision Supersedes Previous Revision, Revised May 2011.

- (c) The goods furnished or services performed shall be in accordance with the specifications. 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 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 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 in the required space 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) **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.

- (h) 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.
- (i) 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.
- (j) 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 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-bid conference or bid opening and who require auxiliary aids or service should contact the individual 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 (without accepted reasons), service date 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 in the previous 12 months for non-performance (i.e. late delivery, etc.).

Contractor performance information is located on the CPA web site at:
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: 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.

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 this state, 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 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 TxDOT executive director, unless the Transportation Commission approves the contract in an open meeting.

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 has not been 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, Katrina or subsequent disasters.
- (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, or office 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 subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature. The purchase order for this procurement shall be governed, construed and interpreted under the laws of the State of Texas.

4.03 INVOICING

- (a) 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 16-digit PO number – MANDATORY.
 - (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 or a correct invoice, whichever is later.

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.

4.05 IRS WITHHOLDING

Certain payments by some governmental entities to vendors after December 31, 2012 are subject to a 3% federal withholding requirement. The Internal Revenue Service (IRS) has proposed regulations regarding the 3% withholding requirement. Vendors and potential vendors should review this website for more information: <http://www.irs.gov/govt/fslg/article/0,,id=204409,00.html>.

If TxDOT determines that any payments due under this purchase order are subject to the 3% withholding requirement, TxDOT shall withhold such amounts consistent with the statute. It is the vendor's sole responsibility to assert and establish to the satisfaction of TxDOT the availability of any applicable exemption from withholding.

4.06 INTELLECTUAL PROPERTY

- (a) All intellectual property developed hereunder 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 shall be owned by TxDOT.
- (b) Vendor shall ensure that TxDOT's intellectual property rights 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.

4.07 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/>.

4.08 VULNERABILITY TESTING OF NETWORK HARDWARE AND SOFTWARE: As required by 1 TAC Chapter 217.12, Vendor hereby certifies that the network hardware or software, as applicable, procured or leased under this solicitation, has undergone independent certification testing for known and relevant vulnerabilities in accordance with Section 2059.060, Texas Government Code. The entire Rule may be found at: [http://info.sos.state.tx.us/pls/pub/readtac\\$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=217&rl=12](http://info.sos.state.tx.us/pls/pub/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=1&pt=10&ch=217&rl=12).

4.09 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.

4.10 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.

4.11 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.

4.12 VENUE AND JURISDICTION: Venue for any suit concerning this solicitation and any resulting purchase order shall be in a court of competent jurisdiction in Travis County, Texas.

4.13 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).

4.14 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. 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.

4.15 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 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.

4.16 INDEMNITY: THE VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS, ALL OF ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS COSTS, DAMAGES, AND LIABILITIES, ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF THESE ENTITIES IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT.

4.17 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.

4.18 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. 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.

4.19 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.

4.20 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.

4.21 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.

4.22 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.

4.23 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.

PART 5. INSURANCE

5.01 PRIOR TO BEGINNING WORK: 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 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. TxDOT shall be included as an Additional Insured by Endorsement to policies issued for coverages listed in Sections 5.06 and 5.07 below.

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 cancellation of the purchase order.

5.03 WAIVER OF SUBROGATION ENDORSEMENT: The vendor's 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.

OR

5.05 ACCIDENT INSURANCE: Accident insurance is acceptable, in lieu of Workers' Compensation Insurance, if stated on the solicitation document for services that are NOT provided on the highway right of way, and are NOT building or construction services. The successful respondent shall notify the purchaser responsible for the solicitation for permission to use this type of insurance in lieu of Workers' Compensation Insurance and to request the TxDOT Accident Insurance Form 1950. Required coverage shall, at a minimum, be inclusive of the following:

- \$300,000 for medical expenses and coverage for a minimum of 104 weeks,
- \$100,000 for accidental death and dismemberment,
- 70% of employee's pre-injury income for not less than 104 weeks when compensating for loss of income,
- \$500 for maximum weekly benefit.

5.06 COMMERCIAL GENERAL LIABILITY INSURANCE: Bodily Injury/Property Damage:

- a) Not less than \$300,000 each occurrence with \$600,000 aggregate,

OR

- b) options AVAILABLE: \$1,000,000 per occurrence with \$2,000,000 aggregate;
or \$1,000,000 per occurrence with \$3,000,000 aggregate.

5.07 TEXAS BUSINESS AUTOMOBILE POLICY: Not less than:

- BODILY INJURY: \$250,000 each person
\$500,000 each occurrence
- PROPERTY DAMAGE: \$100,000 each occurrence

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 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.

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 cancellation 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/business/business_outreach/hub.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.

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.

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 CANCELLATION OF A PURCHASE ORDER

- (a) **FOR CAUSE:** TxDOT reserves the right to cancel the purchase order without notice 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.
- (b) **FOR CONVENIENCE:** The purchase order may be cancelled 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 cancellation. Termination under this paragraph shall not relieve the vendor of any obligation or liability that has occurred prior to cancellation. 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 which by their nature are intended to operate following contract expiration or termination.
- (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.



HUB SUBCONTRACTING PLAN (HSP)

In accordance with Texas Gov't Code §2161.252, the contracting agency has determined that subcontracting opportunities are probable under this contract. Therefore, all respondents, including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit this State of Texas HUB Subcontracting Plan (HSP) with their response to the bid requisition (solicitation).

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to Texas Gov't Code §2161.252(b).

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the 2009 State of Texas Disparity Study. The statewide HUB goals defined in 34 Texas Administrative Code (TAC) §20.13 are:

- *11.2 percent for heavy construction other than building contracts,*
- *21.1 percent for all building construction, including general contractors and operative builders contracts,*
- *32.7 percent for all special trade construction contracts,*
- *23.6 percent for professional services contracts,*
- *24.6 percent for all other services contracts, and*
- *21 percent for commodities contracts.*

- - Agency Special Instructions/Additional Requirements - -

In accordance with 34 TAC §20.14(d)(1)(D)(iii), a respondent (prime contractor) may demonstrate good faith effort to utilize Texas certified HUBs for its subcontracting opportunities if the total value of the respondent's subcontracts with Texas certified HUBs meets or exceeds the statewide HUB goal or the agency specific HUB goal, whichever is higher. When a respondent uses this method to demonstrate good faith effort, the respondent must identify the HUBs with which it will subcontract. If using existing contracts with Texas certified HUBs to satisfy this requirement, only contracts that have been in place for five years or less shall qualify for meeting the HUB goal. This limitation is designed to encourage vendor rotation as recommended by the 2009 Texas Disparity Study.

SECTION 1 RESPONDENT AND REQUISITION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
 Point of Contact: _____ Phone #: _____
 E-mail Address: _____ Fax #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Requisition #: _____ Bid Open Date: ____/____/____
 (mm/dd/yyyy)

Enter your company's name here: _____

Requisition #: _____

SECTION 2 SUBCONTRACTING INTENTIONS

After dividing the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, and taking into consideration the scope of work to be performed under the proposed contract, including all potential subcontracting opportunities, the respondent must determine what portions of work, including goods and services, will be subcontracted. Note: In accordance with 34 TAC §20.11., an "Subcontractor" means a person who contracts with a prime contractor to work, to supply commodities, or to contribute toward completing work for a governmental entity.

a. Check the appropriate box (Yes or No) that identifies your subcontracting intentions:

☐ - **Yes**, I will be subcontracting portions of the contract. (If **Yes**, complete Item b, of this SECTION and continue to Item c of this SECTION.)

☐ - **No**, I will not be subcontracting any portion of the contract, and I will be fulfilling the entire contract with my own resources. (If **No**, continue to SECTION 3.)

b. List all the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

Item #	Subcontracting Opportunity Description	HUBs		Non-HUBs
		Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>five (5) years or less</u> .	Percentage of the contract expected to be subcontracted to HUBs with which you have had contracts in place for <u>more than five (5) years</u> .	Percentage of the contract expected to be subcontracted to non-HUBs .
1		%	%	%
2		%	%	%
3		%	%	%
4		%	%	%
5		%	%	%
6		%	%	%
7		%	%	%
8		%	%	%
9		%	%	%
10		%	%	%
11		%	%	%
12		%	%	%
13		%	%	%
14		%	%	%
15		%	%	%
Aggregate percentages of the contract expected to be subcontracted:		%	%	%

(Note: If you have more than fifteen subcontracting opportunities, a continuation sheet is available online at <http://window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>)

c. Check the appropriate box (Yes or No) that indicates whether you will be using only Texas certified HUBs to perform all of the subcontracting opportunities you listed in SECTION 2, Item b.

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to Item d, of this SECTION.)

d. Check the appropriate box (Yes or No) that indicates whether the **aggregate expected percentage** of the contract you will subcontract with Texas certified HUBs with which you have had contracts in place with for five (5) years or less **meets or exceeds** the HUB goal the contracting agency identified on page 1 in the "Agency Special Instructions/Additional Requirements".

☐ - **Yes** (If **Yes**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed.)

☐ - **No** (If **No**, continue to SECTION 4 and complete an "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed.)

a. **This page can be used as a continuation sheet to the HSP Form's page 2, SECTION 2, Item b.** Continue listing the portions of work (subcontracting opportunities) you will subcontract. Also, based on the total value of the contract, identify the percentages of the contract you expect to award to Texas certified HUBs, and the percentage of the contract you expect to award to vendors that are not a Texas certified HUB (i.e., Non-HUB).

HSP -- SECTION 2
(Continuation Sheet)

SECTION 3 SELF PERFORMING JUSTIFICATION (If you responded "No" to SECTION 2, Item a, you must complete this SECTION and continue to SECTION 4.)

Check the appropriate box (Yes or No) that indicates whether your response/proposal contains an explanation demonstrating how your company will fulfill the entire contract with its own resources.

- ☐ - **Yes** (If **Yes**, in the space provided below **list the specific page(s)/section(s)** of your proposal which explains how your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)
- ☐ - **No** (If **No**, in the space provided below **explain how** your company will perform the entire contract with its own equipment, supplies, materials and/or employees.)

SECTION 4 AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the respondent listed in SECTION 1, and that the information and supporting documentation submitted with the HSP is true and correct. Respondent understands and agrees that, if awarded any portion of the requisition:

- The respondent will provide notice as soon as practical to **all** the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor for the awarded contract. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.
- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying its compliance with the HSP, including the use of and expenditures made to its subcontractors (HUBs and Non-HUBs). (The PAR is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/progressassessmentrpt.xls>).
- The respondent must seek approval from the contracting agency prior to making any modifications to its HSP, including the hiring of additional or different subcontractors and the termination of a subcontractor the respondent identified in its HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to any and all enforcement remedies available under the contract or otherwise available by law, up to and including debarment from all state contracting.
- The respondent must, upon request, allow the contracting agency to perform on-site reviews of the company's headquarters and/or work-site where services are being performed and must provide documentation regarding staffing and other resources.

Signature

Printed Name

Title

Date

- REMINDER:** ➤ If you responded "**Yes**" to **SECTION 2, Items c or d**, you must complete an "HSP Good Faith Effort - Method A (Attachment A)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.
- If you responded "**No**" **SECTION 2, Items c and d**, you must complete an "HSP Good Faith Effort - Method B (Attachment B)" for **each** of the subcontracting opportunities you listed in SECTION 2, Item b.

HSP Good Faith Effort - Method A (Attachment A)

(Rev. 10/11)

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "Yes" to SECTION 2, Items c or d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method A (Attachment A)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-A.doc>

SECTION A-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ Description: _____

SECTION A-2 SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the subcontracting opportunity you listed above in SECTION A-1. Also identify whether they are a Texas Certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas Certified HUB	VID # (Required if Texas Certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity they (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HSP Good Faith Effort - Method B (Attachment B)

(Rev. 10/11)

Enter your company's name here: _____ Requisition #: _____

IMPORTANT: If you responded "No" to SECTION 2, Items c and d of the completed HSP form, you must submit a completed "HSP Good Faith Effort - Method B (Attachment B)" for each of the subcontracting opportunities you listed in SECTION 2, Item b of the completed HSP form. You may photo-copy this page or download the form at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanAttachment-B.doc>

SECTION B-1 SUBCONTRACTING OPPORTUNITY

Enter the item number and description of the subcontracting opportunity you listed in SECTION 2, Item b, of the completed HSP form for which you are completing this attachment.

Item #: _____ Description: _____

SECTION B-2 MENTOR PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting its Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the subcontracting opportunity listed in SECTION B-1, constitutes a good faith effort to subcontract with a Texas certified HUB towards that specific portion of work.

Check the appropriate box (Yes or No) that indicates whether you will be subcontracting the portion of work you listed in SECTION B-1 to your Protégé.

- ☐ - Yes (If Yes, to continue to SECTION B-4.)
☐ - No / Not Applicable (If No or Not Applicable, continue to SECTION B-3.)

SECTION B-3 NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

When completing this section you MUST comply with items a, b, c and d, thereby demonstrating your Good Faith Effort of having notified Texas certified HUBs and minority or women trade organizations or development centers about the subcontracting opportunity you listed in SECTION B-1. Your notice should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person.

When sending notice of your subcontracting opportunity, you are encouraged to use the attached HUB Subcontracting Opportunity Notice form, which is also available online at <http://www.window.state.tx.us/procurement/prog/hub/hub-subcontracting-plan/>

Retain supporting documentation (i.e., certified letter, fax, e-mail) demonstrating evidence of your good faith effort to notify the Texas certified HUBs and minority or women trade organizations or development centers.

- a. Provide written notification of the subcontracting opportunity you listed in SECTION B-1, to three (3) or more Texas certified HUBs. Unless the contracting agency specified a different time period, you must allow the HUBs at least seven (7) working days to respond to the notice prior to your submitting your bid response to the contracting agency. When searching for Texas certified HUBs, ensure that you use the State of Texas' Centralized Master Bidders List (CMBL) and Historically Underutilized Business (HUB) Search directory located at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>. HUB Status code "A" signifies that the company is a Texas certified HUB.
- b. List the three (3) Texas certified HUBs you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the company's Vendor ID (VID) number, the date you sent notice to that company, and indicate whether it was responsive or non-responsive to your subcontracting opportunity notice.

Company Name	VID #	Date Notice Sent (mm/dd/yyyy)	Did the HUB Respond?
		/ /	☐ - Yes ☐ - No
		/ /	☐ - Yes ☐ - No
		/ /	☐ - Yes ☐ - No

- c. Provide written notification of the subcontracting opportunity you listed in SECTION B-1 to minority or women trade organizations or development centers to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. Unless the contracting agency specified a different time period, you must provide your subcontracting opportunity notice to minority or women trade organizations or development centers at least seven (7) working days prior to submitting your bid response to the contracting agency.

A list of trade organizations and development centers that have expressed an interest in receiving notices of subcontracting opportunities is available on the Statewide HUB Program's webpage at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>

- d. Enter the name of the minority or women trade organizations or development centers you notified regarding the subcontracting opportunity you listed in SECTION B-1. Include the date when you sent notice to it and indicate if it accepted or rejected your notice.

Minority/Women Trade Organizations or Development Centers	Date Notice Sent (mm/dd/yyyy)	Was the Notice Accepted?
	/ /	☐ - Yes ☐ - No
	/ /	☐ - Yes ☐ - No

HSP Good Faith Effort - Method B (Attachment B) *Cont.*

Enter your company's name here: _____ Requisition #: _____

SECTION B-4 SUBCONTRACTOR SELECTION

- a. List the subcontractor(s) you selected to perform the subcontracting opportunity you listed in **SECTION B-1**. Also identify whether they are a Texas Certified HUB and their VID number, the approximate dollar value of the work to be subcontracted, the expected percentage of work to be subcontracted, and indicate whether the company is a Texas certified HUB.

Company Name	Texas Certified HUB	VID # (Required if Texas Certified HUB)	Approximate Dollar Amount	Expected Percentage of Contract
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%
	☐ - Yes ☐ - No		\$	%

- b. If any of the subcontractors you have selected to perform the subcontracting opportunity you listed in SECTION B-1 is not a Texas certified HUB, provide written justification for your selection process (attach additional page if necessary):

REMINDER: As specified in SECTION 4 of the completed HSP form, if you (respondent) are awarded any portion of the requisition, you are required to provide notice as soon as practical to all the subcontractors (HUBs and Non-HUBs) of their selection as a subcontractor. The notice must specify at a minimum the contracting agency's name and its point of contact for the contract, the contract award number, the subcontracting opportunity it (the subcontractor) will perform, the approximate dollar value of the subcontracting opportunity and the expected percentage of the total contract that the subcontracting opportunity represents. A copy of the notice required by this section must also be provided to the contracting agency's point of contact for the contract no later than ten (10) working days after the contract is awarded.

HUB Subcontracting Opportunity Notification Form

In accordance with Texas Gov't Code, Chapter 2161, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine whether subcontracting opportunities are probable under the contract. The state agency I have identified below in **Section B** has determined that subcontracting opportunities are probable under the requisition to which my company will be responding.

34 Texas Administrative Code, §20.14 requires all respondents (prime contractors) bidding on the contract to provide notice of each of their subcontracting opportunities to at least three (3) Texas certified HUBs (who work within the respective industry applicable to the subcontracting opportunity), and allow the HUBs at least seven (7) working days to respond to the notice prior to the respondent submitting its bid response to the contracting agency. In addition, the respondent must provide notice of each of its subcontracting opportunities to minority/women trade organizations or development centers at least seven (7) working days prior to submitting its bid response to the contracting agency.

We respectfully request that vendors interested in bidding on the subcontracting opportunity identified in **Section C** reply no later than the date and time identified in **Section C, Item 1**. Submit your response to the point-of-contact referenced in **Section A**.

Section A

PRIME CONTRACTOR'S INFORMATION

Company Name: _____

State of Texas VID #: _____

Point-of-Contact: _____

Phone #: _____

E-mail Address: _____

Fax #: _____

Section B

CONTRACTING STATE AGENCY AND REQUISITION INFORMATION

Agency Name: _____

Point-of-Contact: _____

Phone #: _____

Requisition #: _____

Bid Open Date: _____

Section C

SUBCONTRACTING OPPORTUNITY RESPONSE DUE DATE, DESCRIPTION, REQUIREMENTS AND RELATED INFORMATION

1.

Potential
Subcontractor's Bid
Response Due Date:

Our firm must receive your bid response to this subcontracting opportunity no later than 5:00 P.M., Central Daylight Standard Time on: _____

(Date)

(Note: In accordance with 34 TAC §20.14, each notice of subcontracting opportunity shall be provided to at least three (3) Texas certified HUBs, and allow the HUBs at least seven (7) working days to respond to the notice prior to submitting our bid response to the contracting agency. In addition, we must provide the same notice to minority/women trade organizations or development centers at least seven (7) working days prior to submitting our bid response to the contracting agency.)

2.

Scope of Work:

3.

Required
Qualifications:

☐ - Not Applicable

4.

Bonding/Insurance
Requirements:

☐ - Not Applicable

5.

Location to review
plans/specifications:

☐ - Not Applicable