



INSTRUCTIONS TO RESPONDENTS

THE ATTACHED SOLICITATION SHOULD BE RETURNED AS FOLLOWS:

Note: This electronic procurement contains a blank Invitation for Bid (IFB), or Request for Offer (RFO) and must have the respondent's company name, address, city, state, zip code and vendor identification number (tax identification number) on each page of the IFB or RFO document where indicated.

When mailing or hand delivering your response, please place a label in the lower left-hand corner of the sealed mailing envelope. If response requires more than one envelope, place a label on each sealed envelope. Below is an example of the format:

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

US 1st CLASS MAIL

Texas Department of Transportation
Purchasing Office Building 2
4615 n.w. loop 410
San Antonio, TX 78229

or

HAND DELIVERY

Texas Department of Transportation
Purchasing Office Building 2
4615 n.w. loop 410
San Antonio, TX 78229

COURIER SERVICE, CERTIFIED MAIL, EXPRESS MAIL

Texas Department of Transportation
Purchasing Office Building 2
4615 n.w. loop 410
San Antonio, TX 78229

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 Building and Procurement Commission (TBPC) 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 wish to provide.

TBPC's CMBL information is available online at: <http://www.tbpc.state.tx.us/hubbid/vendhow2.html#A2>, **or by phoning toll free 1-888-472-0500.**

Revised 11/10/2003



INVITATION FOR BID

07/21/2009

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SOLICITATION NO: B142009034964000

OPENING DATE 03:00PM Aug 12, 2009

To:	Return Sealed Response To:
	TEXAS DEPARTMENT OF TRANSPORTATION SAN ANTONIO DISTRICT PURCHASING SECTION 4615 N.W. LOOP 410 SAN ANTONIO TX 78229-0928
VENDOR ID:	BUYER: 374 – MATT D JORDAN B 034964

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
1.	SHIP TO THE FOLLOWING LOCATION UNLESS OTHERWISE NOTED: TEXAS DEPARTMENT OF TRANSPORTATION THIS IS A SERVICE AND NO SHIPPING IS REQUIRED. NIGP 928-47-70-3003. MAINTENANCE AND REPAIR SERVICES, OFF-SITE, FOR TXDOT FLEET VEHICLES IN ACCORDANCE WITH TXDOT SPECIFICATION 928-47-70 LATEST REVISION. SERVICE TO BE PERFORMED AT VENDOR'S LOCATION. LABOR ***** DO NOT INPUT PRICING ON THIS LINE ITEM. INPUT PRICING ON SCHEDULES 2A – 2C. ***** ALL LABOR SHALL BE PAID USING THIS LINE. PRICING SHALL BE AS LISTED ON THE COMPLETED BID SCHEDULES FOR MAKES BID. FOR THE PURPOSE OF THIS BID, THE UNIT OF MEASURE 1 HOUR SHALL BE THE TOTAL AMOUNT OF LABOR BID ON SCHEDULES	1	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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VENDOR ID:	BUYER: 374 – MATT D JORDAN B 034964

Item No.	Item Description	Quantity	Unit	Make/Model	Unit Price	Extended Price
2.	2A – 2C. ONCE THE AWARD IS MADE, THE UNIT OF MEASURE SHALL BE CONVERTED TO SERVICE UNITS IN THE AMOUNT TXDOT ESTIMATES TO SPEND. NIGP 928-47-70-4506. MAINTENANCE AND REPAIR SERVICES, OFF-SITE, FOR TXDOT FLEET VEHICLES IN ACCORDANCE WITH TXDOT SPECIFICATION 928-47-70 LATEST REVISION. SERVICE TO BE PERFORMED AT VENDOR'S LOCATION. PARTS ***** DO NOT INPUT PRICING ON THIS LINE ITEM. INPUT PRICING ON SCHEDULES 2A -- 2C. ***** ALL OEM PARTS SHALL BE PAID USING THIS LINE. PRICING SHALL BE AS LISTED ON THE COMPLETED BID SCHEDULES FOR MAKES BID. FOR THE PURPOSE OF THIS BID, THE UNIT OF MEASURE 1 EACH SHALL BE THE TOTAL AMOUNT OF ALL OEM PARTS BID ON SCHEDULES 2A – 2C. ONCE THE AWARD IS MADE, THE UNIT OF MEASURE SHALL BE CONVERTED TO PARTS UNITS IN THE AMOUNT TXDOT ESTIMATES TO SPEND.	1	EA			
3.	NIGP 928-47-70-4506. MAINTENANCE AND REPAIR SERVICES, OFF-SITE, FOR TXDOT FLEET VEHICLES IN ACCORDANCE WITH TXDOT SPECIFICATION 928-47-70 LATEST REVISION. SERVICE TO BE PERFORMED AT VENDOR'S LOCATION.	1	EA			



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VENDOR ID:	BUYER: 374 - MATT D JORDAN B 034964
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Item No.	Item Description	Quantity	Unit	Make/Model	Unit Price	Extended Price
	PARTS ***** DO NOT INPUT PRICING ON THIS LINE ITEM. INPUT PRICING ON SCHEDULES 2A - 2C. ***** ALL AFTERMARKET PARTS SHALL BE PAID USING THIS LINE. PRICING SHALL BE AS LISTED ON THE COMPLETED BID SCHEDULES FOR MAKES BID. FOR THE PURPOSE OF THIS BID, THE UNIT OF MEASURE 1 EACH SHALL BE THE TOTAL AMOUNT OF ALL AFTERMARKET PARTS BID ON SCHEDULES 2A-2C. ONCE THE AWARD IS MADE, THE UNIT OF MEASURE SHALL BE CONVERTED TO PARTS UNITS IN THE AMOUNT TXDOT ESTIMATES TO SPEND.					
4.	NIGP 928-47-70-4605. MAINTENANCE AND REPAIR SERVICES, OFF-SITE, FOR TXDOT FLEET VEHICLES IN ACCORDANCE WITH TXDOT SPECIFICATION 928-47-70 LATEST REVISION. SERVICE TO BE PERFORMED AT VENDOR'S LOCATION. PICKUP/DELIVERY FEE ***** DO NOT INPUT PRICING ON THIS LINE ITEM. INPUT PRICING ON SCHEDULES 2A - 2C. ***** ALL PICKUP/DELIVERY FEES WILL BE PAID USING THIS LINE. PRICING SHALL BE AS LISTED ON THE COMPLETED BID SCHEDULES FOR MAKES BID.	300	EA			



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VENDOR ID:	BUYER: 374 – MATT D JORDAN B 034964

Item No.	Item Description	Quantity	Unit	Make/Model	Unit Price	Extended Price
5.	NIGP 928-47-70-4001. MAINTENANCE AND REPAIR SERVICES, OFF-SITE, FOR TXDOT FLEET VEHICLES IN ACCORDANCE WITH TXDOT SPECIFICATION 928-47-70 LATEST REVISION. SERVICE TO BE PERFORMED AT VENDOR'S LOCATION. MISCELLANEOUS SERVICES ***** THIS IS NOT A BIDDABLE LINE ITEM AND WILL ONLY BE USED AS A CONTINGENCY FUND FOR MISCELLANEOUS SERVICES NECESSARY TO COMPLETE REPAIRS. MISCELLANEOUS SERVICES MAY INCLUDE STATE INSPECTION FEE OR OTHER ITEMS AS APPROVED BY TXDOT. SERVICE UNDER THIS ITEM SHALL NOT EXCEED \$1000 PER JOB. MISCELLANEOUS SERVICES WITH AN ESTIMATED COST OVER \$1000 PER JOB WILL NOT BE ALLOWED UNDER THE PURCHASE ORDER.	1	EA			
6.	NIGP 928-47-70-4001. MAINTENANCE AND REPAIR SERVICES, OFF-SITE, FOR TXDOT FLEET VEHICLES IN ACCORDANCE WITH TXDOT SPECIFICATION 928-47-70 LATEST REVISION. SERVICE TO BE PERFORMED AT VENDOR'S LOCATION. MISCELLANEOUS SERVICES ***** THIS IS NOT A BIDDABLE LINE ITEM AND WILL ONLY BE USED TO REIMBURSE SHIPPING CHARGES FOR OVERNIGHT OR RUSH SHIPPING OF PARTS. TXDOT WILL REIMBERSE VENDORS FOR THEIR COSTS ONLY. NO MARK UP WILL BE PAID. TXDOT MAY REQUEST A RECEIPT TO VERIFY VENDOR'S	1	EA			



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VENDOR ID:	BUYER: 374 – MATT D JORDAN B 034964

Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	SHIPPING COSTS. THE FOLLOWING APPLIES TO THIS ENTIRE SOLICITATION. OFF-SITE MAINTENANCE AND REPAIR OF TXDOT FLEET VEHICLES FOR THE TEXAS DEPARTMENT OF TRANSPORTATION. LOCATIONS FOR SERVICE, VENDOR QUALIFICATIONS, AND PURCHASE ORDER AWARD INFORMATION IS LISTED BELOW: TXDOT AUSTIN DISTRICT HEADQUARTERS 7901 NORTH IH35 AUSTIN, TX 78753 VENDOR QUALIFICATIONS: EXCEPTION TO SPECIFICATION 928-47-70, PARA. 3.3. - HAVE A MINIMUM OF 10 MAINTENANCE SERVICE TECHNICIANS, OF WHICH 5 SHALL BE ASE OR OEM CERTIFIED. - HAVE A REPAIR FACILITY LOCATED WITHIN 20 MILES OF THIS TXDOT LOCATION. - BE AN ESTABLISHED FULLY OPERATIONAL REPAIR FACILITY REGULARLY ENGAGED IN THE BUSINESS OF PROVIDING MAINTENANCE AND REPAIR SERVICES FOR A MINIMUM OF TWO CONSECUTIVE YEARS WITHIN THE LAST FIVE YEARS. NUMBER OF POSSIBLE AWARDS- 1 PER MAKE. ***** TXDOT AUSTIN MAINTENANCE AND AREA OFFICE 9725 S IH35 AUSTIN, TX 78744					



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VENDOR ID:	BUYER: 374 – MATT D JORDAN B 034964
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Item No.	Item Description	Quantity	Unit	Make/Model	Unit Price	Extended Price
	VENDOR QUALIFICATIONS: EXCEPTION TO SPECIFICATION 928-47-70, PARA. 3.3. – HAVE A MINIMUM OF 10 MAINTENANCE SERVICE TECHNICIANS, OF WHICH 5 SHALL BE ASE OR OEM CERTIFIED. – HAVE A REPAIR FACILITY LOCATED WITHIN 20 MILES OF THIS TXDOT LOCATION. – BE AN ESTABLISHED FULLY OPERATIONAL REPAIR FACILITY REGULARLY ENGAGED IN THE BUSINESS OF PROVIDING MAINTENANCE AND REPAIR SERVICES FOR A MINIMUM OF TWO CONSECUTIVE YEARS WITHIN THE LAST FIVE YEARS. NUMBER OF POSSIBLE AWARDS- 1 PER MAKE. ***** TXDOT AUSTIN MAINTENANCE AND AREA OFFICE 1001 E PARMER LN SUITE B AUSTIN, TX 78761 VENDOR QUALIFICATIONS: EXCEPTION TO SPECIFICATION 928-47-70, PARA. 3.3. – HAVE A MINIMUM OF 10 MAINTENANCE SERVICE TECHNICIANS, OF WHICH 5 SHALL BE ASE OR OEM CERTIFIED. – HAVE A REPAIR FACILITY LOCATED WITHIN 20 MILES OF THIS TXDOT LOCATION. – BE AN ESTABLISHED FULLY OPERATIONAL REPAIR FACILITY REGULARLY ENGAGED IN THE BUSINESS OF PROVIDING MAINTENANCE AND REPAIR SERVICES FOR A MINIMUM					



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VENDOR ID:	BUYER: 374 - MATT D JORDAN B 034964

Item No.	Item Description	Quantity	Unit	Make/Model	Unit Price	Extended Price
	OF TWO CONSECUTIVE YEARS WITHIN THE LAST FIVE YEARS. NUMBER OF POSSIBLE AWARDS- 1 PER MAKE. ***** TXDOT BASTROP MAINT. AND AREA OFFICE 174 E HWY 21 BASTROP, TX 78602 VENDOR QUALIFICATIONS: EXCEPTION TO SPECIFICATION 928-47-70, PARA. 3.3. - HAVE A MINIMUM OF 4 MAINTENANCE SERVICE TECHNICIANS, OF WHICH 2 SHALL BE ASE OR OEM CERTIFIED. - HAVE A REPAIR FACILITY LOCATED WITHIN BASTROP COUNTY. - BE AN ESTABLISHED FULLY OPERATIONAL REPAIR FACILITY REGULARLY ENGAGED IN THE BUSINESS OF PROVIDING MAINTENANCE AND REPAIR SERVICES FOR A MINIMUM OF TWO CONSECUTIVE YEARS WITHIN THE LAST FIVE YEARS. NUMBER OF POSSIBLE AWARDS- 2 PER MAKE. ***** TXDOT BURNET MAINTENANCE AND AREA OFFICE 3029 E HWY 29 BURNET, TX 78611 VENDOR QUALIFICATIONS: EXCEPTION TO SPECIFICATION 928-47-70, PARA. 3.3. - HAVE A MINIMUM OF 4 MAINTENANCE SERVICE TECHNICIANS, OF WHICH 2 SHALL BE ASE OR OEM CERTIFIED.					



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VENDOR ID:	BUYER: 374 - MATT D JORDAN B 034964
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Item No.	Item Description	Quantity	Unit	Make/Model	Unit Price	Extended Price
	- HAVE A REPAIR FACILITY LOCATED WITHIN BURNET COUNTY. - BE AN ESTABLISHED FULLY OPERATIONAL REPAIR FACILITY REGULARLY ENGAGED IN THE BUSINESS OF PROVIDING MAINTENANCE AND REPAIR SERVICES FOR A MINIMUM OF TWO CONSECUTIVE YEARS WITHIN THE LAST FIVE YEARS. NUMBER OF POSSIBLE AWARDS- 2 PER MAKE. ***** TXDOT GEORGETOWN MAINT. AND AREA OFFICE 2727 S AUSTIN AVE GEORGETOWN, TX 78626 VENDOR QUALIFICATIONS: EXCEPTION TO SPECIFICATION 928-47-70, PARA. 3.3. - HAVE A MINIMUM OF 5 MAINTENANCE SERVICE TECHNICIANS, OF WHICH 2 SHALL BE ASE OR OEM CERTIFIED. - HAVE A REPAIR FACILITY LOCATED WITHIN WILLIAMSON COUNTY. - BE AN ESTABLISHED FULLY OPERATIONAL REPAIR FACILITY REGULARLY ENGAGED IN THE BUSINESS OF PROVIDING MAINTENANCE AND REPAIR SERVICES FOR A MINIMUM OF TWO CONSECUTIVE YEARS WITHIN THE LAST FIVE YEARS. NUMBER OF POSSIBLE AWARDS- 2 PER MAKE. ***** FAILURE OF THE REPAIR FACILITY TO BE WITHIN THIS AREA WILL RESULT IN					



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VENDOR ID:	BUYER: 374 – MATT D JORDAN B 034964

Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	DISQUALIFICATION OF THE RESPONSE. TXDOT WILL BE VERIFYING ALL RESPONDENT'S REPAIR FACILITY LOCATIONS TO ENSURE COMPLIANCE. TERM OF SERVICE WILL BE FOR A 24 MONTH PERIOD, BEGINNING UPON ISSUANCE OF PO. SERVICE MAY BE RENEWED FOR TWO ADDITIONAL 24 MONTH PERIODS. * SPECIFICATION NO. TXDOT 928-47-70, DATED JUNE 2007, 8 PAGES WITH THE FOLLOWING REVISIONS: -DELETE PARAGRAPHS: 3.4, 18.3 AND 19.1. -REVISE PARAGRAPHS TO READ AS LISTED BELOW: PARAGRAPH 3.3. "HAVE A MINIMUM NUMBER OF MAINTENANCE SERVICE TECHNICIANSFULLY QUALIFIED TO WORK ON ALL TYPES OF EQUIPMENT AS INDICATED ON THE SOLICITATION AND REFERENCED ON ATTACHMENT A – EQUIPMENT LIST. SERVICE TECHNICIANS SHALL BE AUTOMOTIVE SERVICE EXCELLENCE (ASE) OR ORIGINAL EQUIPMENT MANUFACTURER (OEM) TRAINED. OEM TRAINING IS ACCEPTABLE PROVIDED IT IS ON THE MAKE OF VEHICLE BEING BID UPON. THE VENDOR SHALL BE ABLE TO VERIFY TRAINING AND EXPERIENCE OF ALL SERVICE TECHNICIANS." PARAGRAPH 3.5.1. "REPAIRING GASOLINE, DIESEL AND ETHANOL VEHICLES." PARAGRAPH 5.6. WILL PICKUP VEHICLE AT THE LOCATIONS					



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Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	LISTED ON THE SOLICITATION, TRANSPORT TO VENDOR'S REPAIR FACILITY, AND REPAIRED VEHICLE SHALL BE RETURNED TO THE LOCATION OF ORIGINAL PICK UP ON THE DAY OF COMPLETION AS AGREED TO UNLESS OTHERWISE REQUESTED BY TXDOT. PARAGRAPH 7 "PARTS PRICING: THE RESPONDENT SHALL INCLUDE ON THE ATTACHED BID SCHEDULES, SCHEDULE 2A - PRICING - CHEVROLET AND GMC VEHICLES, SCHEDULE 2B - PRICING - FORD VEHICLES, SCHEDULE 2C - PRICING - DODGE, CHRYSLER AND JEEP VEHICLES." PARAGRAPH 16.7.2. THE RESPONDENT SHALL IDENTIFY ALL PROPOSED 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/ PARAGRAPH 17.3.5. THREE INSTANCES IN A 30 DAY PERIOD OF NOT BEING ABLE TO PICK UP A VEHICLE OR NOT BEING ABLE TO ACCEPT A VEHICLE TO BE REPAIRED (REF. PARA 5.5) PARAGRAPH 18.2.2. "SECTION 2 - SCHEDULES 2A THROUGH 2C PRICING." PARAGRAPH 19.2 "THE COST FOR PARTS WILL BE DETERMINED BY TOTALING THE COSTS OF THE PARTS LISTED ON SCHEDULES 2A THROUGH 2C. THESE PARTS ARE FOR EVALUATION PURPOSES ONLY,					



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Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	AND ARE NOT REPRESENTATIVE OF ALL THE PARTS TXDOT WILL BE PURCHASING OVER THE FULL TERM OF THE CONTRACT. UPON SELECTION OF THE VENDORS, ANY PRICE VERIFICATIONS WILL BE PERFORMED BY USING THE PRICE LIST STATED ON SCHEDULES 2A THROUGH 2C AND THE PERCENT DISCOUNT OR PERCENT MARK UP BID." PARAGRAPH 22.2.5. OTHER AREAS AS IDENTIFIED BY THE TEXAS BUILDING AND PROCUREMENT COMMISSION. AS OF SEPTEMBER 1, 2007, THESE FUCTIONS HAVE BEEN TRANSFERRED TO THE TEXAS COMPTROLLER OF PUBLIC ACCOUNTS. * ATTACHMENT A, EQUIPMENT LIST, 5 PAGES * ATTACHMENT B, MINIMUM QUALIFICATION & RESPONSE SUBMISSION, 1 PAGE. * SCHEDULE 1, REFERENCES, 1 PAGE. * SCHEDULE 2A, PRICING – CHEVROLET AND GMC VEHICLES, 1 PAGE * SCHEDULE 2B, PRICING – FORD VEHICLES 1 PAGE. * SCHEDULE 2C, PRICING – DODGE, CHRYSLER, AND JEEP VEHICLES, 1 PAGE. * TXDOT TERMS & CONDITIONS, REVISED FEBRUARY 2009, 16 PAGES. PAYMENT SHALL BE IN ACCORDANCE WITH PART 4, PARAGRAPH 4.04A INSURANCE SHALL BE IN ACCORDANCE WITH PART 6, PARAGRAPHS 5.01, 5.02, 5.03,					



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Item No.	Item Description	Quantity	Unit	Make/Model	Unit Price	Extended Price
	5.04, 5.05, 5.06B AND 5.07 OF THE TXDOT TERMS AND CONDITIONS. * FORM 1950 , CERTIFICATE OF INSURANCE FOR SERVICES, REVISED 4/2009, 2 PAGES. PRIOR TO BEGINNING WORK, THE AWARDED VENDORS SHALL PROVIDE TXDOT WITH A COMPLETED CERTIFICATE OF INSURANCE. THE INSURANCE SHALL PROVIDE FULL COVERAGE FOR ALL VEHICLES AND EQUIPMENT UNDER THE PURCHASE ORDER. TXDOT SHALL ALSO BE INCLUDED AS AN "ADDITIONAL INSURED" BY ENDORSEMENT TO POLICIES ISSUED FOR COVERAGE LISTED. FAILURE TO PROVIDE ANY OF THE INSURANCE REQUIRMENTS LISTED ABOVE, MAY RESULT IN THE CANCELLATION OF THE PURCHASE ORDER. MULTIPLE OR MULTI-TIERED PURCHASE ORDERS MAY BE AWARDED FROM THIS SOLICITATION BY LOCATION AND MAKE. AWARD WILL BE MADE TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDERS MEETING THE SPECIFICATION. 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).					



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Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	FOR CLARIFICATION OF THE SPECIFICATIONS OF THIS REQUISITION, BIDDERS MAY CONTACT: PURCHASER: MATT JORDAN TELEPHONE: 210-615-6404 EMAIL: MJORDA1@DOT.STATE.TX.US 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 BID OPENING WITHOUT WRITTEN APPROVAL. PLEASE PROVIDE A VENDOR POINT- OF- CONTACT FOR SERVICES: NAME _____ TELEPHONE _____ FAX NUMBER _____ EMAIL ADDRESS _____ PRE-SOLICITATION CONFERENCE: TXDOT WILL CONDUCT A PRE-SOLICITATION CONFERENCE FOR ALL INTERESTED RESPONDENTS TO FAMILIARIZE THEM WITH THE REQUESTED SERVICES AND TO GIVE ALL POTENTIAL RESPONDENTS AN OPPORTUNITY TO SEEK ANSWERS TO ANY QUESTIONS WHICH THEY THEY MAY HAVE CONCERNING THIS SOLICITATION. RESPONDENT SHOULD ARRIVE NOT LATER THAN THE SCHEDULED START TIME STATED IN THE					



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VENDOR ID:		BUYER: 374 – MATT D JORDAN B 034964				
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	SOLICITATION. TXDOT WILL NOT BE RESPONSIBLE FOR REPEATING INFORMATION ALREADY PROVIDED. RESPONDENTS SHOULD ATTEND OR HAVE AN EMPLOYEE OF THEIR FIRM ATTEND THIS PRE-SOLICITATION CONFERENCE. RESPONDENT OR THEIR EMPLOYEE SHALL BE REQUIRED TO SIGN A REGISTER AS THE REPRESENTATIVE OF THE FIRM. ALL CHANGES AS A RESULT OF THE PRE-SOLICITATION CONFERENCE WILL BE MADE BY TXDOT IN THE FORM OF AN ADDENDUM TO THE SOLICITATION; NO ORAL CHANGES WILL BE CONSIDERED. THE PRE-SOLICITATION CONFERENCE SCHEDULE IS SHOWN BELOW: THE PRE-SOLICITATION CONFERENCE FOR THE AUSTIN LOCATIONS SHALL BE HELD AT: TXDOT AUSTIN DISTRICT HEADQUARTERS 7901 NORTH IH35 AUSTIN, TX 78753 DATE: JULY 31, 2009 TIME: 2:00 P.M.; DESIGN CONFERENCE ROOM THE PRE-SOLICITATION CONFERENCE FOR BASTROP SHALL BE HELD AT: TXDOT BASTROP MAINT. AND AREA OFFICE 174 E HWY 21 BASTROP, TX 78602 DATE: JULY 31, 2009 TIME: 10:00 A.M. THE PRE-SOLICITATION CONFERENCE FOR BURNET SHALL BE HELD AT: TXDOT BURNET MAINTENANCE AND AREA OFFICE 3029 E HWY 29 BURNET, TX 78611 DATE: JULY 30, 2009					



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VENDOR ID:	BUYER: 374 - MATT D JORDAN B 034964

Item No.	Item Description	Quantity	Unit	Make/Model	Unit Price	Extended Price
	TIME: 10:00 A.M. THE PRE-SOLICITATION CONFERENCE FOR GEORGETOWN SHALL BE HELD AT: TXDOT GEORGETOWN MAINT. AND AREA OFFICE 2727 S AUSTIN AVE GEORGETOWN, TX 78626 DATE: JULY 30, 2009 TIME: 1:30 P.M. ***** THE BID OPENING WILL BE HELD AT THE TEXAS DEPARTMENT OF TRANSPORTATION, PURCHASING DEPARTMENT SAN ANTONIO DISTRICT 4615 N.W. LOOP 410 SAN ANTONIO, TX 78229 SPECIAL ACCOMODATIONS: PERSONS REQUIRING SPECIAL ACCOMODATIONS (I.E. NEEDING AUXILIARY AIDS OR OR SERVICES) CONTACT THE POINT-OF-CONTACT THE POINT-OF-CONTACT SHOWN BELOW NO LATER THAN 72 HOURS BEFORE THE BID OPENING DATE AND TIME. P.O.C. MATT D. JORDAN, CTPM PHONE NO.: 210-615-6404 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					



INVITATION FOR BID

07/21/2009

Page 16

SOLICITATION NO: B142009034964000

OPENING DATE 03:00PM Aug 12, 2009

To:	Return Sealed Response To:
	TEXAS DEPARTMENT OF TRANSPORTATION SAN ANTONIO DISTRICT PURCHASING SECTION 4615 N.W. LOOP 410 SAN ANTONIO TX 78229-0928
VENDOR ID:	BUYER: 374 – MATT D JORDAN B 034964

Item No.	Item Description	Quantity	Unit	Make/Model	Unit Price	Extended Price
	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 INCREASES FOR THE FIRST AND SECOND EXTENSION PERIODS WILL BE BASED ON THE CPI-W. TEXAS HUB SUBCONTRACTING PLAN THE TEXAS DEPARTMENT OF TRANSPORTATION HAS DETERMINED THAT SUBCONTRACTING OPPORTUNITIES UNDER 34 TAC 20.14 ARE NOT PROBABLE FOR THIS SOLICITATION. THEREFORE, IT IS NOT MANDATORY THE HUB SUBCONTRACTING PLAN (HSP) FORMS BE RETURNED WITH THE RESPONSE. HOWEVER, TXDOT ENCOURAGES RESPONDENTS TO UTILIZE TEXAS CERTIFIED HUB VENDORS. RESPONDENTS ELECTING TO SUBCONTRACT A PORTION OF THIS PURCHASE ORDER MUST COMPLETE AND RETURN THE HSP WITH THE RESPONSE.					



INVITATION FOR BID

07/21/2009

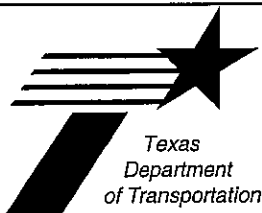
Page 17

SOLICITATION NO: B142009034964000

OPENING DATE 03:00PM Aug 12, 2009

To:	Return Sealed Response To:
	TEXAS DEPARTMENT OF TRANSPORTATION SAN ANTONIO DISTRICT PURCHASING SECTION 4615 N.W. LOOP 410 SAN ANTONIO TX 78229-0928
VENDOR ID:	BUYER: 374 - MATT D JORDAN B 034964

Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	TXDOT HAS INCLUDED THE HSP FORM WITH THIS SOLICITATION AS A CONVENIENCE TO RESPONDENTS. THIS FORM CAN ALSO BE OBTAINED AT HTTP://CPA.STATE.TX.US/PROCUREMENT/PROG/HUB/HUB-SUBCONTRACTING-PLAN/ 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 ☐ 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					



INVITATION FOR BID

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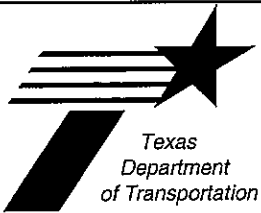
07/21/2009

SOLICITATION NO: B142009034964000

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Item No.	Item Description	Quantity	Unit	Make/Model	Unit Price	Extended Price
	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 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/					



INVITATION FOR BID

07/21/2009

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SOLICITATION NO: B142009034964000

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To:	Return Sealed Response To:
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VENDOR ID:	BUYER: 374 – MATT D JORDAN B 034964

Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	(NOTE: THIS LINK WILL NOT WORK IF CAPITALIZATION IS USED. TYPE IN NAVIGATION BAR USING LOWER CASE LETTERS) BIDDER IS REQUESTED TO PROVIDE THE NAME AND PHONE NUMBER OF A POINT-OF-CONTACT FOR THE SUBMITTED BID RESPONSE; HOWEVER, BIDDER IS HEREBY ADVISED THAT THIS POINT- OF-CONTACT WILL NOT BE RECOGNIZED AS OR ACCEPTED IN LIEU OF THE "AUTHORIZED SIGNATURE" REQUIREMENT OF THIS INVITATION FOR BIDS: NAME: PHONE: FAX NUMBER: EMAIL:					

TEXAS DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES DIVISION

SPECIFICATION NO.
TXDOT 928-47-70*
REVISED: JUNE 2007

OFF-SITE MAINTENANCE AND REPAIR OF TXDOT FLEET VEHICLES
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.

SPECIFICATIONS

1. SCOPE: This solicitation is an Invitation for Bid (IFB) to provide services for off-site maintenance and repair of TxDOT fleet vehicles at the vendor's facility for equipment as referenced in Attachment A – Equipment List, for locations listed on the solicitation.
2. EQUIPMENT TO BE SERVICED
 - 2.1. Type(s) of equipment to be serviced shall be limited to passenger cars and light trucks up to and including vehicles with a Gross Vehicle Weight Rating (GVRW) of 9,600 lbs.
 - 2.2. TRANSFER, PURCHASE AND SURPLUS OF EQUIPMENT: Upon mutual agreement between TxDOT and the vendor:
 - 2.2.1. The list of equipment shown will be subject to change due to transfer and surplus of existing equipment and the purchase of new equipment.
 - 2.2.2. Equipment added will be subject to the exact price terms and conditions as the equipment for which it is substituted.
3. RESPONDENT QUALIFICATIONS: Verification of qualifications shall be determined by evaluating the vendor's response to Section 4 of this specification (Ref. Para. 18.2.4.). Respondent shall:
 - 3.1. Be an established fully operational repair facility regularly engaged in the business of providing maintenance and repair services for a minimum of five consecutive years within the last seven years.
 - 3.2. Have a repair facility located as indicated on the solicitation and be equipped with all tools, diagnostic equipment, and supplies necessary for servicing the equipment referenced in Attachment A – Equipment List.
 - 3.3. Have a minimum of ten maintenance service technicians, fully qualified to work on all types of equipment referenced on Attachment A – Equipment List of which five shall be Automotive Service Excellence (ASE) or Original Equipment Manufacturer (OEM) trained. OEM training is acceptable provided it is on the make of vehicle being bid upon. The vendor shall be able to verify that all service technicians have had sufficient training with a minimum of five years hands-on experience on the type of equipment listed, with the exception of hybrid vehicles. Service technicians shall have a minimum of one year hands-on experience with hybrid vehicles.

* This Specification Supersedes Specification No. TXDOT 928-47-70, Dated April 2006.

- 3.4. Have one shop foreman or maintenance service technician who is an ASE Certified Master Technician.
- 3.5. Have service repair technicians with experience in performing, but not limited to, the following work:
 - 3.5.1. Repairing gasoline, diesel, hybrid-electric, ethanol, liquefied petroleum gas (LPG), and after-market converted alternative fuel vehicles.
 - 3.5.2. Electrical and electronic troubleshooting techniques and repair procedures.
 - 3.5.3. Diagnosing, analyzing, overhauling and repairing engines.
 - 3.5.4. Repairing automatic and standard transmissions.
 - 3.5.5. Repairing ignition system, exhaust, emission control system, cooling system, air conditioner, heater, air intake system, and fuel system.
 - 3.5.6. Repairing brakes including anti-locking systems.
 - 3.5.7. Repairing all types of clutch components.
 - 3.5.8. Repairing all components of cab and chassis.
 - 3.5.9. Repairing steering system, drive shaft, u-joints, and rear differentials.
 - 3.5.10. Interpreting diagrams, blueprints and technical data.
 - 3.5.11. Complying with Environmental Protection Agency (EPA) and Texas Commission on Environmental Quality (TCEQ) regulations and guidelines for the disposal of hazardous material.
4. REFERENCES: Respondent shall submit references for all identical and similar services, which are alike in size and scope that verify the qualifications and experience requirements for services completed within the past 36 months. References shall illustrate respondent's ability to provide the services outlined in the specification. References shall include name, point of contact, telephone number, and dates services were performed. The response 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 1 – References).
5. VENDOR RESPONSIBILITIES: TxDOT inspection will not relieve the vendor of any obligation to ensure that all articles, materials, and supplies are consistent with specifications, and are fit for their intended use. TxDOT reserves the right to conduct any tests or inspections deemed necessary to ensure goods or services conform to the specification. The vendor shall:
 - 5.1. Provide all parts, labor, equipment, materials, tools, transportation, method of communication, and supervision necessary for equipment maintenance and repair service.
 - 5.2. Complete all equipment repairs on or before the approved time frame coordinated with TxDOT. Completion date shall be annotated on the written cost estimate. If additional time is necessary to complete repairs, a written request for extension shall be sent to the equipment shop manager or the District Equipment Administrator (DEA). The equipment shop manager or DEA will approve or disapprove the request in writing and return to vendor.
 - 5.3. Be responsible for any damage to TxDOT equipment, buildings, and its contents. Any damage shall be repaired at the vendor's expense.
 - 5.4. Be responsible for loss or theft of equipment in and on TxDOT vehicles while being driven by vendor's staff or at vendor's facility, or both. Vendor shall replace at their expense any lost or stolen equipment. Be responsible for risk of loss or damage to all items until accepted by TxDOT.
 - 5.5. Pick up vehicle to be repaired, if requested by the TxDOT equipment shop manager or the DEA and:

- 5.5.1. Respond to the TxDOT equipment shop manager or DEA on the day of completion of service call; and
- 5.5.2. Be on site to pick up vehicle to be repaired within two business hours of notification, unless otherwise approved by the TxDOT equipment shop manager or the DEA.
- 5.6. Will pick up vehicle at the locations listed on the solicitation, transport to vendor's repair facility, and repaired vehicle shall be returned to the location of original pick up on the day of completion as agreed to in Part II, Para. 5.2., unless otherwise requested by TxDOT.
- 5.7. Provide a Department of Public Safety (DPS) driver license check of employees that will be driving or transporting TxDOT vehicles to the repair facility. DPS driver license check shall be furnished to TxDOT annually. Driver license check will be provided anytime a new employee is hired who will be driving or transporting TxDOT vehicles.
- 5.8. Ensure service technicians have on-going training on current and new technologies throughout the term of the contract.
- 5.9. Properly dispose of used and contaminated lubricants and filters. Costs for disposal fees shall be included in the cost of the material bid and not charged separately on an invoice. The vendor shall provide to TxDOT, upon request, a copy of a standard form of transportation manifest showing that all used and contaminated lubricants and filters were properly handled and disposed.
- 5.10. Contact the TxDOT equipment shop manager or DEA upon arrival to pick up vehicles.
- 5.11. Provide a detailed cost estimate in writing via facsimile (fax) or by e-mail that shall be approved by the TxDOT equipment shop manager or DEA prior to any work being performed. Cost estimate shall include, but not be limited to; estimated number of hours and number of technicians needed to complete the job, estimated parts and prices known to be needed at the time of the estimate.
- 5.12. Provide, upon request, a monthly or yearly total of all repairs TxDOT has requested. The report shall break repairs down by type of repair, cost, and equipment number.
- 6. REPLACEMENT PARTS: The vendor shall provide:
 - 6.1. All materials and replacement parts shall be new. Used, shopworn, demonstrator, prototype, and discontinued parts or materials are not acceptable. Replacement parts shall be OEM parts. If OEM parts are not available, any repair parts that are not OEM shall be approved by the TxDOT equipment shop manager or DEA and shall be equivalent to or better than the manufacturer's parts originally installed on the respective unit.
 - 6.2. Remanufactured or rebuilt parts only if new parts are not available, or if the DEA requests them. Rebuilt parts shall carry a minimum 90-day parts and labor warranty. Vendor shall furnish proof of parts warranty to TxDOT equipment shop manager or DEA immediately after installation.
 - 6.3. The parts removed during the repair of a vehicle, for verification purposes upon request by the TxDOT equipment shop manager or DEA.
- 7. PARTS PRICING: The respondent shall include on the attached bid schedules, Schedule 2A – Pricing – Chevrolet Vehicles, Schedule 2B – Pricing – Ford Vehicles, Schedule 2C – Pricing – GMC and Pontiac Vehicles, Schedule 2D – Pricing – Dodge, Chrysler and Jeep Vehicles, Schedule 2E – Pricing - Toyota the following information:
 - 7.1. PERCENT PRICING OFFERED – If prices bid are based on a discount from list, the list prices, discounts in the form of a percentage, and net prices shall be shown. If prices are based on a “mark up” to the list price, then the list prices “plus” a percent increase or mark up shall be noted by the respondent.

- 7.2. TYPE OF PRICE LIST – The respondent shall include the type of list they will be using to verify their cost, such as dealer or jobber. This will enable TxDOT to verify the percent discount or mark up of the price bid.
- 7.3. PRICE LIST NUMBER – Respondent shall include the current price list number used for the pricing they included on their response.
- 7.4. DATE OF PRICE LIST – The effective date of the price list to be used for response purposes will be stated on the solicitation. This solicitation will be based on the latest manufacturer's published price list. When the current price list is nearing expiration, the vendor shall notify TxDOT in writing of the upcoming change in price list date, and shall provide TxDOT with the new price list.
- 7.5. PRICE LIST COLUMN ON WHICH DISCOUNT OR MARK UP IS BASED – Respondent shall include price list column on which discount or mark up is based, for example: distributor, net, or wholesale.
- 7.6. Prices exceeding the suggested OEM retail price shall be disqualified. The type of price list stated on the bid schedule may not be substituted for another price list.
- 7.7. If a price list is no longer available in hard copy or electronic form, the vendor shall grant TxDOT access to a company website or company-owned local computer to research parts pricing for audit purposes.
8. VERIFICATION OF VENDOR'S HOURS AND PARTS PRICING
 - 8.1. TxDOT will audit invoices to determine the accuracy of charges invoiced. Audit will be performed by using the current price list and percentage discount or mark up as bid on the solicitation.
 - 8.2. TxDOT also uses current Professional Service Trade Edition for Parts and Labor Time Guide, latest edition and Snap-On's ShopKey5, or latest edition, to estimate repair costs.
 - 8.3. If pricing is found to be different than bid, the vendor shall reimburse TxDOT the amount overcharged, within 30 calendar days.
9. TXDOT FACILITY RESTRICTIONS
 - 9.1. PARKING: Vendor shall park only in designated visitor parking spaces. The vendor shall make arrangements with the TxDOT equipment shop manager or DEA prior to coming to complex to pick up or return vehicles.
 - 9.2. SECURITY: The vendor shall provide and update the list of all vendor personnel that will be transporting TxDOT vehicles to and from repair facility.
 - 9.3. ACCESS: Vendor shall make prior arrangements with the TxDOT equipment shop manager or DEA for access to the building(s) to pick up and return vehicles, if applicable.
10. WORK HOURS: TxDOT will not pay off-shift rate for repairs performed. Off-shift hours are any hours other than Monday through Friday from 8:00 a.m. through 5:00 p.m. local time.
11. INSURANCE: Types of insurance required shall be specified on the solicitation.
12. WARRANTY
 - 12.1. PERFORMANCE WARRANTY
 - 12.1.1. The vendor shall guarantee all work, equipment and materials provided against defects in workmanship; and shall satisfactorily correct, at no cost to TxDOT, any defect that may become apparent within a period of 90-days after acceptance of work by TxDOT. The warranty period shall commence upon date of acceptance, inspection and approval by TxDOT personnel only. If the vendor's standard warranty period exceeds 90-days, then the standard warranty period shall apply.

- 12.1.2. If the vendor is notified in writing of a fault, deficiency, or error in the work provided within 90-days from acceptance of the work, the vendor shall, at TxDOT's option, either re-perform portions of the work to correct the fault, defect or error, at no additional cost to TxDOT, or refund to TxDOT the charges paid, which is attributable to the portions of the faulty, defective or erroneous work, including the costs to re-perform the work provided, if provided by other vendors.
 - 12.2. MATERIAL WARRANTY: Parts furnished under the purchase order shall be the latest improved models in current production, as offered to commercial trade, and shall be of quality material. The warranty period for vendor-provided materials shall be for a period of 90-days after acceptance of the installation or within the manufacturer warranty, whichever is greater. The warranty period shall commence upon date of acceptance by TxDOT. If the vendor's standard warranty period exceeds 90-days, then the standard warranty period shall apply. Vendor shall provide the TxDOT equipment shop manager or DEA with all manufacturers' warranty documents.
13. MILEAGE: Mileage is not reimbursable, and shall not be billed.
14. 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. The original shall be mailed to the accounting department at the address shown on the purchase order and one copy of the invoice shall be provided to the equipment shop manager or the DEA upon completion of the repair. The invoice shall include the following:
 - 14.1. Purchase order number.
 - 14.2. Vendor EIN.
 - 14.3. Equipment number
 - 14.4. Equipment description
 - 14.5. License plate number
 - 14.6. Odometer reading
 - 14.7. Name or number of the service technician performing the work
 - 14.8. TxDOT repair order number, if applicable
 - 14.9. Credit the amount of refund for any core exchanges
15. PAYMENT REQUIREMENTS: TxDOT will pay for parts at the list price quoted on the response minus the discount or plus the mark up.
16. SUBCONTRACTING: Subcontracting is allowed under the following circumstances.
 - 16.1. Subcontractors providing service under the purchase order shall meet the same service level requirements and provide the same quality of service required of the vendor.
 - 16.2. No subcontract under the purchase order shall relieve the primary vendor of responsibility for the services.
 - 16.3. The vendor shall be the only contact for TxDOT and subcontractor(s).
 - 16.4. The vendor shall maintain all project management, schedules, performance and responsibilities for subcontractors. The vendor shall be held solely responsible and accountable for the completion of all work for which the vendor has subcontracted.
 - 16.5. TxDOT reserves the right to request the removal of vendor's subcontractor staff deemed unsatisfactory by TxDOT.
 - 16.6. Subcontracting shall be at the vendor's expense.

- 16.7. SOLICITATIONS OVER \$100,000: TxDOT will make an initial determination of whether subcontracting is probable. It is the respondent's determination if they choose to subcontract any of the work under this purchase order with a Texas Certified Historically Underutilized Business (HUB) or other businesses.
- 16.7.1. 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.
- 16.7.2. The respondent shall identify all proposed subcontractors at the time of response submittal. The required forms with video instructions can be found at the following website:
- <http://www.tbpc.state.tx.us/hub/forms/hubsubcontplan.html>
- 16.8. HSP PRIME CONTRACTOR PROGRESS ASSESSMENT REPORT: After award the vendor shall report all HUB and non-HUB subcontractor information using the HSP Prime Contractor Progress Assessment Report form. One copy of this report shall be submitted monthly to TxDOT's Business Opportunity Programs Office, and one copy shall be submitted with the invoice. Only actual payments made to subcontractors are to be reported. These reports will be required monthly even during months when no payments to subcontractors have been made. TxDOT may verify the amounts being reported as paid by requesting copies of cancelled checks paid to subcontractors.
- 16.9. 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.
17. UNACCEPTABLE PERFORMANCE: Unacceptable performance shall be determined by, but not be limited to:
- 17.1. Falsifying repair documents.
- 17.2. Failing to perform repairs within the time specified in Para. 5.3.
- 17.3. An excess of any one or more of the following:
- 17.3.1. Two instances of failing to perform requested or required work on vehicle.
- 17.3.2. Two service call returns for the same repair, in a 30 day period due to poor workmanship.
- 17.3.3. One instance within one calendar year of vendor's personnel not having the skill or knowledge to perform this service (Ref. Para. 3.3.).
- 17.3.4. Five instances a year of failing to meet requirements of Para. 5.2., 5.5., 5.5.1 and 5.5.2.
- 17.3.5. Three instances in a 30 day period of not being able to pick up a vehicle or not being able to accept a vehicle to be repaired (Ref. Para. 5.4.).
18. RESPONSE SUBMISSION: Failure by the respondent to submit the documentation listed below will disqualify the respondent from further consideration. Respondent shall submit the pricing schedules and corresponding documentation for each vehicle make bid. Respondent is not required to bid all vehicle makes. The response submission shall be submitted in the following format:
- 18.1. GENERAL FORMAT: The respondent shall submit one signed and dated original (marked Original) and three copies (marked Copy). The submission shall be in separate loose leaf binders on one sided 8½ X 11-inch paper and shall be tab-indexed corresponding to the sections listed below. Plastic spine-bound or wire bound submittals are highly discouraged. Include only the information specified for each section.
- 18.2. ORIGINAL RESPONSE: The original response shall include the following:
- 18.2.1. Section 1 - Invitation for Bid (IFB): Original signed, dated and completed IFB.

- 18.2.2. Section 2 – Schedules 2A through 2E – Pricing.
- 18.2.3. Section 3 – Company Information: The company information shall include:
 - 18.2.3.1. Company name, address, telephone number, and legal status (corporation, partnership, etc.).
 - 18.2.3.2. Name, telephone number and email address of the person TxDOT should contact with any questions concerning the response submission.
 - 18.2.3.3. Name and title of person submitting response.
 - 18.2.3.4. Statement providing financial and litigation standing.
- 18.2.4. Section 4 – Company Qualifications and Experience (Ref. Para. 3.): The respondent shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience:
 - 18.2.4.1. The experience shall include capabilities in the area of service to be provided, number of years in business and size and scope of operation. Include specific information regarding the service requirements for this solicitation.
 - 18.2.4.2. Include any fleet vehicle repair experience with federal, state, county, city and private firms whose fleets consist of at least ten vehicles.
- 18.2.5. Section 5 – Personnel Qualifications (Ref. Para. 3.): The respondent shall provide resumes or brief profiles of the individuals, including any subcontractors, who will be part of the respondent's personnel providing the service. The profile shall include:
 - 18.2.5.1. Each individual's name and title.
 - 18.2.5.2. Years of experience.
 - 18.2.5.3. Employment time with respondent.
 - 18.2.5.4. Current certifications.
- 18.2.6. Section 6 – HUB Subcontracting Plan (if applicable)
- 18.3. COPIES: The three reproduced copies (marked Copy) shall include only the following tab-indexed sections:
 - 18.3.1. Section 3 – Company Information.
 - 18.3.2. Section 4 – Company Qualifications and Experience.
 - 18.3.3. Section 5 – Personnel Qualifications.
 - 18.3.4. Section 6 – HUB Subcontracting Plan (if applicable).
- 19. RESPONSE EVALUATION: Only complete responses with the required submittal documents (Ref. Attachment B – Minimum Qualifications and Response Submission) and meeting minimum qualifications will be considered. Failure to meet the minimum qualifications and submit the required documents will result in a response being declared non-responsive. All evaluations will be made according to make of vehicle. Respondent is not required to bid all makes.
 - 19.1. TxDOT will evaluate the response submittal using an evaluation committee. Vendor selection will be based 60 percent on evaluation of the response submission and 40 percent based on price.
 - 19.2. The cost for parts will be determined by totaling the costs of the parts listed on Schedules 2A through 2D. These parts are for evaluation purposes only, and are not representative of all the parts TxDOT will be purchasing over the full term of the contract. Upon selection of the vendors, any price verifications will be performed by using the price list stated on Schedules 2A through 2E and the percent discount or percent mark up bid.

- 19.2.1. The cost for services will be determined by multiplying the hourly rate entered on the solicitation response by the estimated quantity.
- 19.2.2. Each make of vehicle will be evaluated separately.
- 20. AWARD: TxDOT reserves the right to award a single purchase order to the most responsive, responsible respondent meeting the specification. TxDOT may award to a single vendor or multiple vendors, or use any combination, e.g., multiple award, multi-tiered award, or split award, that best serves the interest of TxDOT. Multiple purchase orders may be awarded, if stated on the solicitation.
- 21. POST AWARD MEETING: Vendor(s) may be required to attend a post award meeting in the district referenced on the solicitation with TxDOT within 30 calendar days after the award of the purchase order. The purpose of the meeting is to discuss the terms and conditions of the purchase order and to provide additional information regarding work plans, which shall be executed by both parties, wherein vendor(s) and TxDOT shall identify specific goals, strategies and activities planned for meeting particular program area objectives.
- 22. CONTRACT ADMINISTRATION: Administration of the purchase order is a joint responsibility of the TxDOT Division and TxDOT Purchasing. TxDOT Purchasing staff will be responsible for administering the contractual business relationship with the vendor.
 - 22.1. 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.
 - 22.2. 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:
 - 22.2.1. Monitoring the vendor's progress and performance and ensuring services conform to established specification requirements.
 - 22.2.2. Managing the financial aspects of the contract including approval of payments.
 - 22.2.3. Meeting with the vendor as needed to review progress, discuss problems, and consider necessary action.
 - 22.2.4. Identifying a breach of contract by assessing the difference between contract performance and non-performance.
 - 22.2.5. Other areas as identified by the Texas Building and Procurement Commission State of Texas Contract Management Guide, latest edition.

ATTACHMENT A
EQUIPMENT LIST

EQUIP NO.	DESCRIPTION	MAKE	MODEL	YEAR	SERIAL NO.
04013J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z65Z318535
04430J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z06Z253439
05930F	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1996	3B7HC13Y8TG150083
05676H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2004	2FTPX17Z14CA82114
05677H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2004	2FTPX17Z34CA82115
05134J	TRUCK, EXTENDED CAB 3/4 TON, 6800	FORD	F250SD	2007	1FTSX20P37EB16710
05359G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	1B7HC13Y9XJ630587
05675H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2004	2FTPX17Z54CA82116
05915J	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2008	1FTPX12V88KB17494
04027J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z45Z328917
04413H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	1GCEC14Z16Z274890
04553H	TRUCK, EXTENDED CAB 3/4 TON, 6800	CHEVROLET	CC36053	2002	1GBJC39U92F194454
05678H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2004	2FTPX17ZX4CA82113
04152J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19ZX6Z203955
04414H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z51CA93080
05946F	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1996	3B7HC13Y4TG155569
04421H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z91CA93082
04632J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z36Z279243
05941F	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1996	3B7HC13Y0TG150076
04408H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z71CA93078
05948G	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC10753	2000	2GCEC19V3Y1218032
04291F	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	1994	1FTEX15N7RKB83054
04407H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z61CA93086
04908H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2003	2FTPX17Z63CA44313
04416H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z01CA93083
04417H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z21CA93084
05349G	TRUCK, LIGHT DUTY, PICKUP, 4600TO 61	DODGE	BR1500	1999	1B7HC16Y4XS304637
04079G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1997	3B7HC13Y6VG802833
04432J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19ZX6Z253027
04803G	TRUCK, LIGHT DUTY, PICKUP, 6200	FORD	F250	1998	1FTPF27L2WKB93354
04810G	TRUCK, EXTENDED CAB 1/2 TON, 6000	GMC	TC10753	1998	1GTEC19M1WE542129
03998J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z85Z327219
03999J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z65Z326814
04070G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1997	3B7HC13Y5VG825438
04420H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z81CA93090
04211F	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	1994	1FTEX15NXRKB57337
04409H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z11CA93089
05916J	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2008	1FTPX12V68KB17493
04063G	TRUCK, LIGHT DUTY, PICKUP, 6200	FORD	F250	1997	1FTFF27L4VKD09003
04151J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19ZX6Z203566
04411H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z81CA93087
04412H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z31CA93076

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04452J	TRUCK, LIGHT DUTY, PICKUP,4600TO 61	CHEVROLET	C15903	2007	1GCEC14Z67Z119110
04831G	TRUCK, EXTENDED CAB 1/2 TON, 6000	GMC	TC10753	1998	1GTEC19M5WE541257
05344H	TRUCK, EXTENDED CAB 3/4 TON, 6800	FORD	F250SD	2004	1FTNX20P34EB12763
05344J	TRUCK, EXTENDED CAB 3/4 TON, 6800	FORD	F250SD	2008	1FTSX20R28EB85990
04150J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z26Z204601
04410H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z51CA93077
04419H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z41CA93085
04433J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z36Z252821
05033G	TRUCK, EXTENDED CAB 1/2 TON, 6000	GMC	TC10753	1998	1GTEC19M2WE547064
05337J	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	DR1L41	2007	1D7HA18P97J618306
05449F	TRUCK, LIGHT DUTY, PICKUP,4600TO 61	DODGE	BR1500	1996	1B7HC16Y7TS661871
05905F	TRUCK, 2-WD UTILITY VEHICLE, 3961	JEEP	CHEROKEE	1996	1J4FT28S2TL194403
05947G	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC10753	2000	2GCEC19V2Y1217132
00453F	AUTOMOBILES, SEDAN, 100 THRU 112.9	PONTIAC	GRANDPRIX	1995	1G2WJ52MXSF206774
03265F	TRUCK, CARGO OR WINDOW VAN, MINI,	CHEVROLET	ASTRO	1997	1GNDM19W6VB209975
04888G	TRUCK, LIGHT DUTY, PICKUP,4600TO 61	DODGE	BR1500	1998	1B7HC16Y5WS698387
05350G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	1B7HC13YXX4630579
05918F	TRUCK, 2-WD UTILITY VEHICLE, 3961	JEEP	CHEROKEE	1996	1J4FT28S7TL194400
05969J	TRUCK, 2-WD UTILITY VEHICLE, 3961	FORD	ESCAPE	2008	1FMCU49H08KD33781
03335G	TRUCK, CARRYALL, 7000 LB GVWR AND G	CHEVROLET	SUBURBAN	1996	3GNGK26R9TG146060
05314J	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	DR1500	2007	1D7HA18P87J632861
04313J	TRUCK, EXTENDED CAB 3/4 TON, 6800	FORD	F250SD	2006	1FTSX20P56EB61615
04911H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2003	2FTPX172X3CA44315
05455F	TRUCK, LIGHT DUTY, PICKUP,4600TO 61	DODGE	BR1500	1996	1B7HC16Y7TS661868
03284F	TRUCK, CARGO OR WINDOW VAN, MINI,	CHEVROLET	ASTRO	1997	1GNDM19W5VB230901
04078G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1997	3B7HC13Y3VG802837
05354G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	1B7HC13Y9XJ630573
04799G	TRUCK, LIGHT DUTY, PICKUP, 6200	FORD	F250	1998	1FTPF2765WKB47608
04801G	TRUCK, LIGHT DUTY, PICKUP, 6200	FORD	F250	1998	1FTPF2769WKB47613
04967J	TRUCK, EXTENDED CAB 3/4 TON, 6800	FORD	F250SD	2007	1FTSX20P67EB01196
04968J	TRUCK, EXTENDED CAB 3/4 TON, 6800	FORD	F250SD	2007	1FTSX20P47EB01195
04969J	TRUCK, EXTENDED CAB 3/4 TON, 6800	FORD	F250SD	2007	1FTSX20P27EB01194
05363G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	1B7HC13Y5XJ630585
05423H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2004	2FTPX18Z44CA82249
04011J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z75Z327664
04012J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z25Z325868
04014J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19ZX5Z324578
04068G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1997	3B7HC13Y9VG825426
04321H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z41CA93099
04434J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z26Z253474
04435J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19ZX6Z253335
04436J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z76Z253597
05229J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2007	1GCEC19Z87Z146222
05829H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2004	2FTPX17Z44CA82253
05830H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2004	2FTPX17Z24CA82252
05945G	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2000	2CGEC19V0Y1214178
03851J	TRUCK, 2-WD UTILITY VEHICLE, 3961	CHEVROLET	TRAILBLAZR	2006	1GNDS13SX62186827

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04015J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z05Z325450
04016J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z15Z322525
04017J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z65Z323461
04085G	TRUCK, 4-WD UTILITY AND CARRY	JEEP	CHEROKEE	1997	1J4FJ28S2VL565522
04337H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z41CA93104
04338H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z61CA93105
04437J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z16Z253742
04438J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z26Z253068
04903H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2003	2FTPX17Z33CA44317
05178G	TRUCK, EXTENDED CAB 3/4 TON, 6800	CHEVROLET	CC20753	1999	1GCFC29T3XZ158199
05447F	TRUCK, LIGHT DUTY, PICKUP, 4600 TO 61	DODGE	BR1500	1996	1B7HC16Y1TS661865
05831H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2004	2FTPX17Z04CA82993
05833H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2004	2FTPX17Z94CA82250
05946G	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC10753	2000	2GCEC19V9Y1214938
03255G	TRUCK, 2-WD UTILITY VEHICLE, 3961	JEEP	CHEROKEE	2001	1J4FT48SX1L608990
03291G	TRUCK, 2-WD UTILITY VEHICLE, 3961	CHEVROLET	BLAZER	2003	1GNCS13X83K182486
03536H	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	2001	1B7HC13Y41J560553
03973H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2002	2FTPX17Z62CA18468
03976H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2002	2FTPX17Z52CA18462
03977H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2002	2FTPX17Z92CA18464
03979H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2002	2FTPX17Z22CA18466
04018J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z35Z325183
04065G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1997	3B7HC13Y2VG802828
04066G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1997	3B7HC13Y4VG802829
04324H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17ZX1CA93110
04325H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z51CA93094
04326H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z91CA93096
04327H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z01CA93097
04439J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z26Z253765
04440J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z36Z253306
04520J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z76Z279259
04550G	TRUCK, EXTENDED CAB 1/2 TON, 6000	GMC	TC10753	1998	1GTEC19M5WE531408
04815J	TRUCK, 2-WD UTILITY VEHICLE, 3961	CHEVROLET	TRAILBLAZR	2007	1GNDS13S272113694
04851G	TRUCK, EXTENDED CAB 1/2 TON, 6000	GMC	TC10953	1998	1GTEC19M7WE552616
04909H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2003	2FTPX17Z83CA44314
04911G	TRUCK, EXTENDED CAB 1/2 TON, 6000	GMC	TC10753	1998	1GTEC19M3WE545646
04912G	TRUCK, EXTENDED CAB 1/2 TON, 6000	GMC	TC10753	1998	1GTEC19M2WE545928
04913G	TRUCK, EXTENDED CAB 1/2 TON, 6000	GMC	TC10753	1998	1GTEC19M7WE545777
04914G	TRUCK, EXTENDED CAB 1/2 TON, 6000	GMC	TC10753	1998	1GTEC19M9WE545909
05179G	TRUCK, EXTENDED CAB 3/4 TON, 6800	CHEVROLET	CC20753	1999	1GCFC29T0XZ158662
05352G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	1B7HC13Y6XJ630577
05357G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	1B7HC13Y0XJ630574
05366J	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	DR1L41	2007	1D7HA18P17J632863
05367J	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	DR1L41	2007	1D7HA18PX7J632862
05450F	TRUCK, LIGHT DUTY, PICKUP, 4600 TO 61	DODGE	BR1500	1996	1B7HC16Y9TS661872
05458F	TRUCK, LIGHT DUTY, PICKUP, 4600 TO 61	DODGE	BR1500	1996	1B7HC16Y4TS661861
05474G	TRUCK, 2-WD UTILITY VEHICLE, 3961	JEEP	CHEROKEE	1999	1J4FT28S8XL636736

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05572J	TRUCK, 2-WD UTILITY VEHICLE, 3961	FORD	ESCAPE	2008	1FMCU49H48KA90122
05756G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	3B7HC13Y6XG230729
05757G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	3B7HC13Y5XG227742
05760G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	3B7HC13Y2XG230727
05762G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	3B7HC13Y4XG230728
05932F	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1996	3B7HC13Y6TG150079
05935F	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1996	3B7HC13Y6TG155573
05936F	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1996	3B7HC13Y2TG155571
05937F	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1996	3B7HC13Y6TG150082
05944F	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1996	3B7HC13Y8TG155574
05945F	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1996	3B7HC13Y3TG156986
03537H	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	2001	1B7HC13Y61J560554
03852J	TRUCK, 2-WD UTILITY VEHICLE, 3961	CHEVROLET	TRAILBLAZR	2006	1GNDS13S362187527
04020J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z25Z326745
04021J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19ZX5Z325195
04022J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z55Z324472
04322H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z91CA93101
04323H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z81CA93106
04336H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z11CA93108
04441J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z26Z253491
04442J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z26Z253569
04443J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z66Z253221
04905H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2003	2FTPX17Z73CA44319
05451F	TRUCK, LIGHT DUTY, PICKUP, 4600 TO 61	DODGE	BR1500	1996	1B7HC16YXTS661864
03974H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2002	2FTPX17Z42CA18467
03975H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2002	2FTPX17Z82CA18469
03978H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2002	2FTPX17Z02CA18465
04023J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z05Z324427
04024J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z85Z327799
04025J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z45Z327878
04026J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2005	1GCEC19Z15Z328616
04069G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1997	3B7HC13YXVG825435
04071G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1997	3B7HC13Y8VG825336
04072G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1997	3B7HC13Y8VG825417
04077G	TRUCK, 2-WD UTILITY VEHICLE, 3961	JEEP	CHEROKEE	1997	1J4FT28S4VL565841
04204F	TRUCK, 4-WD UTILITY AND CARRY	FORD	BRONCO	1995	1FMEU15N7SLA60309
04328H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z71CA93100
04329H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z01CA93102
04330H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z21CA93103
04331H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17ZX1CA93107
04332H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z31CA93109
04333H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z11CA93092
04334H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z71CA93095
04335H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z21CA93098
04444J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19ZX6Z253528
04445J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z56Z253534
04446J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z56Z253310

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04749G	TRUCK, EXTENDED CAB 1/2 TON, 6000	GMC	TC10753	1998	1GTEC19MXWE537978
04751G	TRUCK, EXTENDED CAB 1/2 TON, 6000	GMC	TC10753	1998	1GTEC19M5WE537452
04811G	TRUCK, LIGHT DUTY, PICKUP, 4600 TO 61	DODGE	BR1500	1998	3B7HC16Y5WM261806
04904H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2003	2FTPX17Z93CA44323
04906H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2003	2FTPX17Z33CA44320
05177G	TRUCK, EXTENDED CAB 3/4 TON, 6800	CHEVROLET	CC20753	1999	1GCFC29T0XZ158712
05353G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	1B7HC13Y4XJ630576
05355G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	1B7HC13Y8XJ630578
05356G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	1B7HC13Y2XJ630575
05422H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2004	2FTPX17Z64CA82254
05452F	TRUCK, LIGHT DUTY, PICKUP, 4600 TO 61	DODGE	BR1500	1996	1B7HC16Y0TS661873
05453F	TRUCK, LIGHT DUTY, PICKUP, 4600 TO 61	DODGE	BR1500	1996	1B7HC16Y5TS661870
05755G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	3B7HC13Y3XG227741
05759G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	3B7HC13Y9XG227744
05761G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BE1500	1999	1B7HC13Y7XJ630572
05832H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2004	2FTPX17Z04CA82251
05938F	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1996	3B7HC13Y0TH153673
04165J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z46Z204793
04320H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z31CA93093
04431J	TRUCK, EXTENDED CAB 1/2 TON, 6000	CHEVROLET	CC15753	2006	1GCEC19Z16Z253949
04907H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2003	2FTPX17Z53CA44318
04290G	TRUCK, CARRYALL, 7000 LB GVWR AND G	CHEVROLET	SUBURBAN	1997	1GNKG26R8VJ407194
05922F	TRUCK, 2-WD UTILITY VEHICLE, 3961	JEEP	CHEROKEE	1996	1J4FT28S2TL194398
03994J	TRUCK, LIGHT DUTY, PICKUP, 6200	DODGE	DR1500	2005	1D7HU18P95J642092
00407D	AUTOMOBILES, SEDAN, 113 IN. WHEEL	CHEVROLET	IMPALA	2001	2G1WF52E119306736
04219F	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	1994	1FTEX15N7RKB57344
04744G	TRUCK, 2-WD UTILITY VEHICLE, 3961	JEEP	CHEROKEE	1998	1J4FT28S0WL219027
05475G	TRUCK, 2-WD UTILITY VEHICLE, 3961	JEEP	CHEROKEE	1999	1J4FT28SXXL636737
05930G	TRUCK, 2-WD UTILITY VEHICLE, 3961	JEEP	CHEROKEE	2000	1J4FT28S2YL157939
04382J	TRUCK, 2-WD UTILITY VEHICLE, 3961	CHEVROLET	TRAILBLAZR	2006	1GNDS13S962256320
04910H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2003	2FTPX17Z13CA44316
05176G	TRUCK, EXTENDED CAB 3/4 TON, 6800	CHEVROLET	CC20753	1999	1GCFC29TXXZ157227
05476G	TRUCK, 2-WD UTILITY VEHICLE, 3961	JEEP	CHEROKEE	1999	1J4FT28S1XL636738
03980H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2002	2FTPX17Z72CA18463
04415H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2001	2FTPX17Z71CA93081
05170J	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	DR1500	2006	1D7HA18P76J212541
05920F	TRUCK, 2-WD UTILITY VEHICLE, 3961	JEEP	CHEROKEE	1996	1J4FT28S0TL194397
00329D	AUTOMOBILES, SEDAN, 113 IN. WHEEL	CHEVROLET	IMPALA	2001	2G1WF52E119322239
00490D	AUTOMOBILES, SEDAN, 100 THRU 112.9	CHEVROLET	IMPALA	2006	2G1WB58K569144481
04880G	TRUCK, 2-WD UTILITY VEHICLE, 3961	JEEP	CHEROKEE	1998	1J4FT28S5WL235711
03218G	TRUCK, CARGO OR WINDOW VAN, MINI,	CHEVROLET	ASTRO	1998	1GNDM19W1WB180273
04074G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1997	3B7HC13Y3VG825437
04084G	TRUCK, EXTENDED CAB 1/2 TON, 6000	DODGE	BR1500	1997	3B7HC13Y4VG800966
04381J	TRUCK, 2-WD UTILITY VEHICLE, 3961	CHEVROLET	TRAILBLAZR	2006	1GNDS13S862256146
05674H	TRUCK, EXTENDED CAB 1/2 TON, 6000	FORD	F150	2004	2FTPX18Z84CA82111

ATTACHMENT B
MINIMUM QUALIFICATIONS & RESPONSE SUBMISSION
(FOR INFORMATIONAL PURPOSES ONLY)

Respondent Name: _____

MINIMUM RESPONSE SUBMISSION	Meets Minimum Requirements		Comments
	Yes	No	
Respondent submitted: Section 1 -- One signed and dated solicitation. (Ref. Para. 18.2.1.)			
Respondent submitted: Section 2 – Schedules 2A through 2C Parts pricing (Ref. Para. 18.2.2.)			
Respondent submitted Section 3 - Company Information. (Ref. Para. 18.2.3.)			
Respondent submitted Section 4 - Company Qualifications and Experience. (Ref. Para. 18.2.4.)			
Respondent submitted: Section 5 – Personnel Qualifications. (Ref. Para. 18.2.5.)			
Respondent submitted: Three References Schedule 1 (Ref. Para. 4)			

MINIMUM QUALIFICATIONS OF RESPONDENT	Meets Minimum Requirements		Comments
	Yes	No	
Respondent is regularly engaged in the business of providing maintenance and repair services for a minimum of five consecutive years. (Ref. Para. 3.1.)			
Respondent has a fully equipped repair facility located as indicated on the solicitation with all tools, diagnostic equipment, and supplies necessary for servicing the equipment referenced in Attachment A. (Ref. Para. 3.2.)			
Have a minimum number of maintenance service technicians, fully qualified to work on all types of equipment as indicated on the solicitation and referenced on Attachment A- Equipment list. Service technicians shall be Automotive Service Excellence (ASE) or Original Equipment Manufacturer (OEM) trained. Vendor shall have the minimum number of technicians listed on the solicitation. (Ref. IFB revision for Para. 3.3 and location requirements)			

SCHEDULE 1
REFERENCES

VENDOR NAME: _____

Respondent shall submit with their response, the names, telephone numbers, and addresses of as many companies as necessary (**minimum of 3**) to fully support the required five years of experience specified in Paragraph 3.1. Each reference provided may be contacted to determine the respondent's ability to meet the specifications. This form may be copied as needed to comply with the requirements of this solicitation. **Any negative responses may result in disqualification.**

1. NAME OF COMPANY: _____

ADDRESS: _____

PHONE NO.: _____

CONTACT PERSON: _____

E-MAIL: _____

DESCRIPTION OF EXPERIENCE: _____

THIS FORM SHOULD BE RETURNED WITH THE SOLICITATION RESPONSE. FAILURE TO RETURN THIS FORM SHALL BE CONSIDERED NON-RESPONSIVE.

SCHEDULE 2A
PRICING- CHEVROLET AND GMC VEHICLES

Respondent Name: _____

Signature: _____ Date: _____

Parts listed below are for evaluation purposes only, and does not represent all parts required. **UNIT PRICE ENTERED SHALL INCLUDE THE PERCENT OF DISCOUNT OR MARK UP OFFERED AND ANY CORE EXCHANGES.**

Part	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1. WIPER MOTOR MODULE # 12463090	10		
2. WHEEL ROTOR # 18060222	10		
3. REAR ROTOR # 15712803	10		
4. MASTER CYLINDER # 18012918	10		
5. AC CONDENSER # 52402209	3		
6. STEERING BOX # 19133675	5		
7. WATER PUMP # 88894005	10		
8. RADIATOR # 52491623	10		
9. FUEL PUMP # 25168719	10		
10. ALTERNATOR # 19135964	10		
11. STARTER # 19136212	10		
12. TRANSMISSION # 24203894	2		
TOTAL			

Percent of Discount or Mark Up Offered- OEM parts: (Circle one) Discount Mark-Up ____ %

-Type of Price List (dealer, jobber, etc.) number and date: _____

ADDITIONAL BID ITEMS:

Percent Mark Up Offered- Aftermarket parts ____ %
(For evaluation purposes the quantity of \$10,000.00 will be used.)

Labor rate for repairs: \$_____/hour
(For evaluation purposes the quantity of 500hrs will be used.)

Pick-up or delivery fee (one way) \$_____/each NOTE: Fee is one way pickup or delivery of vehicles to the service areas listed on the IFB
(For evaluation purposes the quantity of 200 each will be used.)

PRICING SHALL BE RETURNED WITH THE RESPONSE. FAILURE TO RETURN THE REQUIRED ITEMS WITH THE RESPONSE WILL RESULT IN THE DISQUALIFICATION OF THE RESPONSE.

SCHEDULE 2B
PRICING- FORD VEHICLES

Respondent Name: _____

Signature: _____ Date: _____

Parts listed below are for evaluation purposes only, and does not represent all parts required. **UNIT PRICE ENTERED SHALL INCLUDE THE PERCENT OF DISCOUNT OR MARK UP OFFERED AND ANY CORE EXCHANGES.**

Part	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1. WIPER MOTOR MODULE # F6DZ17508AA	10		
2. WHEEL ROTOR # XL3Z1102AA	10		
3. REAR DRUM # YL3Z2C026AA	10		
4. MASTER CYLINDER # 1L1Z2140BA	10		
5. AC COMPRESSOR # 4L3Z19703AB	3		
6. STEERING BOX # 1L1Z3504AARM	5		
7. WATER PUMP # 3L3Z8501CA	10		
8. EXHAUST MUFFLER # 1L3Z5230BA	10		
9. FUEL PUMP # XL3Z9H307AB	10		
10. ALTERNATOR # F7PZ10346KARM1	10		
11. STARTER # F81Z11002AARM	10		
12. TRANSMISSION # 1L3Z7000ACRM	2		
TOTAL			

Percent of Discount or Mark Up Offered- OEM parts: (Circle one) Discount Mark-Up ____ %

-Type of Price List (dealer, jobber, etc.) number and date: _____

ADDITIONAL BID ITEMS:

Percent Mark Up Offered- Aftermarket parts ____ %
(For evaluation purposes the quantity of \$10,000.00 will be used.)

Labor rate for Ford repairs: \$ ____ /hour
(For evaluation purposes the quantity of 500hrs will be used.)

Pick-up or delivery fee (one way) \$ ____ /each NOTE: Fee is one way pickup or delivery of vehicles to the service areas listed on the IFB
(For evaluation purposes the quantity of 200 each will be used.)

PRICING SHALL BE RETURNED WITH THE RESPONSE. FAILURE TO RETURN THE REQUIRED ITEMS WITH THE RESPONSE WILL RESULT IN THE DISQUALIFICATION OF THE RESPONSE.

SCHEDULE 2C
PRICING- DODGE, CHRYSLER AND JEEP VEHICLES

Respondent Name: _____

Signature: _____ Date: _____

Parts listed below are for evaluation purposes only, and does not represent all parts required. **UNIT PRICE ENTERED SHALL INCLUDE THE PERCENT OF DISCOUNT OR MARK UP OFFERED AND ANY CORE EXCHANGES.**

Part	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1. WIPER MOTOR MODULE # 56045183AF	10		
2. WHEEL ROTOR # 52008218	10		
3. REAR ROTOR # 52008315	10		
4. MASTER CYLINDER # 5011256AB	10		
5. AC COMPRESSOR # 55055540AM	3		
6. STEERING BOX # R508389AB	5		
7. WATER PUMP # 53021018AD	10		
8. EXHAUST MUFFLER # 52103158	10		
9. FUEL PUMP # 4897667AF	10		
10. ALTERNATOR # R6027912AB	10		
11. STARTER # R6027702AC	10		
12. TRANSMISSION # R5003026AC	2		
TOTAL			

Percent of Discount or Mark Up Offered- OEM parts: (Circle one) Discount Mark-Up ____ %

-Type of Price List (dealer, jobber, etc.) number and date: _____

ADDITIONAL BID ITEMS:

Percent Mark Up Offered- Aftermarket parts ____ %
(For evaluation purposes the quantity of \$10,000.00 will be used.)

Labor rate for repairs: \$_____/hour
(For evaluation purposes the quantity of 500hrs will be used.)

Pick-up or delivery fee (one way) \$_____/each NOTE: Fee is one way pickup or delivery of vehicles to the service areas listed on the IFB
(For evaluation purposes the quantity of 200 each will be used.)

PRICING SHALL BE RETURNED WITH THE RESPONSE. FAILURE TO RETURN THE REQUIRED ITEMS WITH THE RESPONSE WILL RESULT IN THE DISQUALIFICATION OF THE RESPONSE.

TEXAS DEPARTMENT OF TRANSPORTATION TERMS AND CONDITIONS

PART 1. INTRODUCTION

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

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 October 2008.

- (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 initialed 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) **VENDOR PERFORMANCE:** In compliance with the provisions of Government Code Section 2155.074, Section 2155.075, Section 2156.007, Section 2157.003 and Section 2157.125, and 34 TAC §20.36, information obtained from the CPA's Vendor Performance Tracking System (<http://www2.cpa.state.tx.us/stpurch/ventoc.html>) may be used in evaluating responses to solicitations for goods and services to determine the best value for the state.

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.

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) This section requires the vendor to notify TxDOT of any TxDOT employee who is a relative of the vendor or any vendor subcontractor, and who is expected to work under this purchase order. 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 of any employees of a subcontractor who are expected to work under this purchase order have a relative that 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 has 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 services 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 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.

4.06 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS: As Required by 1 TAC Chapter 213:

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

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

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

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

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

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

4.12 FORCE MAJEURE: TXDOT may grant relief for time only from performance of the purchase order if the vendor is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the vendor. 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.

4.13 RIGHT TO AUDIT

- (a) The State Auditor's Office and TXDOT's internal auditors (individually or collectively "state auditor") may conduct an audit or investigation (Government Code Section 2262.003) of any entity 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.

4.14 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.

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

4.16 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.

4.17 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.

4.18 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.

4.19 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.

4.20 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.

PART 5. INSURANCE

5.01 PRIOR TO BEGINNING WORK: The vendor shall provide TxDOT with a completed TxDOT Form 1950 or Form 1560 (only TxDOT forms are acceptable) providing the coverage specified in the solicitation. TxDOT shall be included as an Additional Insured by Endorsement to policies issued for coverages listed in Sections 5.04 and 5.05 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 shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine if it is probable for subcontracting opportunities under the contract. If subcontracting opportunities are probable the state agency will state such probability in its bids, proposals, offers, or other applicable expression of interest and require the submission of a HUB Subcontracting Plan (HSP). The HSP, if acceptable to the agency, will be a provision of the contract. The HSP, if required, may be found at: <http://www.dot.state.tx.us/gsd/purchasing/purchasing.htm>.

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

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

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

- (a) Vendor and its subcontractors shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The vendor shall not participate either directly or indirectly in any discriminatory employment practices. Failure by the vendor to carry out these requirements is a material breach of any contract awarded and may result in the termination of the contract or such other remedy as TxDOT deems appropriate.

- (b) In any solicitations for subcontractors, including procurements of materials or leases of equipment and in all solicitations either by competitive bidding or negotiation made by the vendor for work to be performed under a subcontract, each potential subcontractor or supplier shall be notified by the vendor of the vendor's and subcontractor's obligations under its purchase order relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- (c) During the performance of this purchase order, the vendor, for itself, its assignees and successors in interest (hereinafter referred to as the "vendor") agrees as follows:
- (1) Compliance with Regulations: The vendor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations (CFR), Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this purchase order.
 - (2) Nondiscrimination: The vendor, with regard to the work performed by it during the purchase order, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The vendor shall not participate either directly or indirectly on the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the purchase order covers a program set forth in Appendix B of the Regulations.

The vendor, sub-recipient or subcontractors shall not discriminate on the basis of race, color, national origin, sex, age, or disability in the performance of the purchase order. The vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of TxDOT purchase orders. Failure by the vendor to carry out these requirements is a material breach of the purchase order awarded under this solicitation, which may result in the termination of this purchase order or such other remedy as TxDOT deems appropriate.

- (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 (FHA) 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 FHA 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, the TxDOT shall impose such sanctions as it or the FHA 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.

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) 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 two 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

- (a) The purchase order may be renewed for up to two 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 two additional like periods of time to include any negotiated changes, provided both parties agree in writing to the changes prior to the expiration of the purchase order.

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.

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HUB SUBCONTRACTING PLAN (HSP)

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

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to 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 State of Texas Disparity Study. The HUB goals defined in 34 TAC §20.13 are: *11.9 percent for heavy construction other than building contracts, 26.1 percent for all building construction, including general contractors and operative builders contracts, 57.2 percent for all special trade construction contracts, 20 percent for professional services contracts, 33 percent for all other services contracts, and 12.6 percent for commodities contracts.*

- - Agency Special Instructions/Additional Requirements - -

SECTION 1 - RESPONDENT AND SOLICITATION INFORMATION

- a. Respondent (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
- b. Is your company a State of Texas certified HUB? ☐ - Yes ☐ - No
- c. Solicitation #: _____

SECTION 2 - SUBCONTRACTING INTENTIONS

After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the respondent must determine what portion(s) of work, including goods or services, will be subcontracted. Note: In accordance with 34 TAC §20.12., a "Subcontractor" means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity. Check the appropriate box that identifies your subcontracting intentions:

- ☐ - Yes, I will be subcontracting portion(s) of the contract.
(If Yes, in the spaces provided below, list the portions of work you will be subcontracting, and go to page 2.)
- ☐ - No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources.
(If No, complete SECTION 9 and 10.)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#1) -	(#11) -
(#2) -	(#12) -
(#3) -	(#13) -
(#4) -	(#14) -
(#5) -	(#15) -
(#6) -	(#16) -
(#7) -	(#17) -
(#8) -	(#18) -
(#9) -	(#19) -
(#10) -	(#20) -

*If you have more than twenty subcontracting opportunities, a continuation page is available at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage1.doc>

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

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

SECTION 7 - HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	☐ - Yes ☐ - No
_____	_____	____/____/____	☐ - Yes ☐ - No
_____	_____	____/____/____	☐ - Yes ☐ - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	%	\$	☐ - Yes ☐ - No*
_____	_____	%	\$	☐ - Yes ☐ - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:

Enter your company's name here: _____

Solicitation #: _____

SECTION 9 - SELF PERFORMANCE JUSTIFICATION

(If you responded "No" to SECTION 2, you must complete SECTION 9 and 10.)

Does your response/proposal contain 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/section of your proposal which identifies 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 10 - 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 are true and correct. Respondent understands and agrees that, if awarded any portion of the solicitation:

- The respondent must submit monthly compliance reports (Prime Contractor Progress Assessment Report – PAR) to the contracting agency, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors. (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 their HSP. If the HSP is modified without the contracting agency's prior approval, respondent may be subject to debarment pursuant to Gov't Code §2161.253(d).
- 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 to be performed and must provide documents regarding staff and other resources.

Signature

Printed Name

Title

Date

Enter your company's name here: _____

Solicitation #: _____

SECTION 2 Development of a HSP and Subcontracting Intentions

In the spaces below, continue to list the portions of work (subcontracting opportunities) you intend to subcontract. For each subcontracting opportunity you list, you must demonstrate evidence of Good Faith Effort in developing your HSP by complying with the requirements outlined in the Good Faith Effort Confirmation form (Page 2).

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(#21) -	(#61) -
(#22) -	(#62) -
(#23) -	(#63) -
(#24) -	(#64) -
(#25) -	(#65) -
(#26) -	(#66) -
(#27) -	(#67) -
(#28) -	(#68) -
(#29) -	(#69) -
(#30) -	(#70) -
(#31) -	(#71) -
(#32) -	(#72) -
(#33) -	(#73) -
(#34) -	(#74) -
(#35) -	(#75) -
(#36) -	(#76) -
(#37) -	(#77) -
(#38) -	(#78) -
(#39) -	(#79) -
(#40) -	(#80) -
(#41) -	(#81) -
(#42) -	(#82) -
(#43) -	(#83) -
(#44) -	(#84) -
(#45) -	(#85) -
(#46) -	(#86) -
(#47) -	(#87) -
(#48) -	(#88) -
(#49) -	(#89) -
(#50) -	(#90) -
(#51) -	(#91) -
(#52) -	(#92) -
(#53) -	(#93) -
(#54) -	(#94) -
(#55) -	(#95) -
(#56) -	(#96) -
(#57) -	(#97) -
(#58) -	(#98) -
(#59) -	(#99) -
(#60) -	(#100) -

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

IMPORTANT: You must complete a copy of this page for each of the subcontracting opportunities you listed in SECTION 2. You may photocopy this page or download copies at <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/HUBSubcontractingPlanContinuationPage2.doc>.

SECTION 3 - SUBCONTRACTING OPPORTUNITY

Enter the line item number and description of the subcontracting opportunity you listed in SECTION 2.

Line Item # _____ Description: _____

SECTION 4 - MENTOR-PROTÉGÉ PROGRAM

If respondent is participating as a Mentor in a State of Texas Mentor Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a good faith effort towards that specific portion of work. Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 5.)

SECTION 5 - PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. All other contracts go to SECTION 6.

Does your HSP contain subcontracting of 20% or more with HUB(s)?

☐ - Yes (If Yes, complete SECTION 8 and 10.) ☐ - No / Not Applicable (If No or Not Applicable, go to SECTION 6.)

In accordance with Gov't Code §2254.004, "Professional Services" means services: (A) within the scope of the practice, as defined by state law of accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; or professional nursing; or (B) provided in connection with the professional employment or practice of a person who is licensed or registered as a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

SECTION 6 - NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b and c of this section constitutes Good Faith Effort towards the portion of work listed in SECTION 3. After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a. Provide written notification of the subcontracting opportunity listed in SECTION 3 to three (3) or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL), found at <http://www2.cpa.state.tx.us/cmb/cmbhub.html>, and its HUB Directory, found at <http://www2.cpa.state.tx.us/cmb/hubonly.html>, to identify available HUBs. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- b. Provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/mwb-links-1/>. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.
- c. Written notifications should include the scope of the work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications, and identify a contact person. Unless the contracting agency has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond, and provide notice of your subcontracting opportunity to a minority or women trade organization or development center no less than five (5) working days prior to the submission of your response to the contracting agency.

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List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the vendor ID number, date you provided notice, and if you received a response. Note: Attach supporting documentation (letters, phone logs, fax transmittals, electronic mail, etc.) demonstrating evidence of the good faith effort performed.

Company Name	VID #	Notice Date (mm/dd/yyyy)	Was Response Received?
_____	_____	____/____/____	☐ - Yes ☐ - No
_____	_____	____/____/____	☐ - Yes ☐ - No
_____	_____	____/____/____	☐ - Yes ☐ - No

SECTION 8 - SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the expected percentage of work to be subcontracted, the approximate dollar value of the work to be subcontracted, and indicate if the company is a Texas certified HUB.

Company Name	VID #	Expected % of Contract	Approximate Dollar Amount	Texas Certified HUB?
_____	_____	____%	____\$	☐ - Yes ☐ - No*
_____	_____	____%	____\$	☐ - Yes ☐ - No*

*If the subcontractor(s) you selected is not a Texas certified HUB, provide written justification of your selection process below:



CERTIFICATE OF INSURANCE FOR SERVICES

P.O. No. _____

Form 1950

(Rev. 04/09)

Previous versions of this form may not be used.

Page 1 of 2

Prior to the beginning of work, the vendor shall obtain the minimum insurance and endorsements specified. Agents must complete the form providing all requested information and submit by fax, U.S. mail or e-mail as requested by TxDOT. Copies of endorsements listed below are not required as attachments to this certificate. Only certificates of insurance published by TxDOT are acceptable as proof of insurance. Commercial carriers' certificates are unacceptable.

Insured: _____

Street/Mailing Address: _____

City: _____

State: _____

Zip Code: _____

Phone Number: _____

Vendor EIN Number (11 digits): _____

Worker's Compensation or Accident Insurance Coverage:

Endorsed with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone Number:	
Address:			City:	State: Zip:
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Worker's Compensation or Accident Insurance				Not Less Than: Statutory - Texas \$300,000 for medical expenses and coverage for at least 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 the maximum weekly benefit.

Commercial General Liability Insurance:

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone Number:	
Address:			City:	State: Zip:
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Commercial General Liability Insurance including: Bodily Injury Property Damage *Option Available				Not Less Than: \$300,000 each occurrence with \$600,000 aggregate. * \$1,000,000 per occurrence with \$2,000,000 aggregate OR with \$3,000,000 aggregate.

Texas Business or Comprehensive Automobile Liability Insurance:

Endorsed with TxDOT as Additional Insured and with a Waiver of Subrogation in favor of TxDOT.

Carrier Name:			Carrier Phone Number:	
Address:			City:	State: Zip:
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability
Texas Business Automobile Policy OR Comprehensive Automobile Liability Insurance Bodily Injury Property Damage				Not Less Than: \$250,000 each person \$500,000 each occurrence \$100,000 each occurrence

Other Insurance Coverage:

Carrier Name:			Carrier Phone Number:	
Address:			City:	State: Zip:
Type of Insurance	Policy Number	Effective Date	Expiration Date	Limits of Liability

AGENT CERTIFICATION

This Certificate of Insurance neither affirmatively nor negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or company has sent written notices by certified mail to the vendor and TxDOT.

THIS IS TO CERTIFY to TxDOT, acting on behalf of the State of Texas, that the insurance policies above meet all the requirements stipulated on Page 1 and such policies are in full force and effect.

Name of Insurance Company: _____	Name of Authorized Agent: _____
Company Address: _____	Agent's Address: _____
City: _____ State: _____ Zip: _____	City: _____ State: _____ Zip: _____
Authorized Agent's Phone Number Area Code () _____	Original Signature of Authorized Agent _____ Date _____

**Texas Department of Transportation
Certificate of Insurance Requirements:**

The named insured on the certificate and the name of the vendor, as it appears on the contract with TxDOT, must be the same. (**Note:** In a case where the contract is in the name of a party such as "John Jones dba Jones Construction Company," the named insured on the Certificate of Insurance may be "Jones Construction Company" and vice versa. Also the abbreviations of "Co." for "Company" and "Inc." for "Incorporated" are acceptable.)

Over-stamping and/or typed entries made on the certificate of insurance by the agency/insuring company are unacceptable if such entries change the provisions of the certificate in any manner.

The following requirements apply to WORKER'S COMPENSATION and/or accident insurance paid coverage:

- ♦ If a vendor has *any* employees in addition to himself/herself (including relatives), then the vendor shall have workers' compensation or accident insurance.
- ♦ The word STATUTORY, under limits of liability for Workers' Compensation, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.

COMMERCIAL GENERAL LIABILITY insurance includes: Bodily Injury and Property Damage with limits as stated.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is *not* an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

The coverage amount for a COMPREHENSIVE AUTOMOBILE LIABILITY or TEXAS BUSINESS AUTOMOBILE POLICY may be shown as a minimum of \$600,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

The signature of the agent shall be original in ink. Stamped/typed/printed signatures are unacceptable.

This form may be reproduced.

The certificate of insurance, once on file with TxDOT, is good for subsequent purchase orders *provided* adequate coverage is still in effect.