

TEXAS DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES DIVISION

PREPARED BY: JESS R. CASTILLEJA, CPPB
Al Rubio (512) 486 - 5840
FAX No. (512) 416-2152
Email: Jcastill@mailgw.dot.state.tx.us

SPECIFICATION NO.
TxDOT 915-90*
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VIDEO DUPLICATION SERVICE

This specification is a product of the Texas Department of Transportation (TxDOT). It is the practices 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 any liability when this specification is used in the procurement process by any other entity.

SPECIFICATION

1. **SCOPE:** This specification describes a service to provide Video Duplication Services for TxDOT.
2. **REFERENCES:** Bidder shall submit a minimum of three references for which the bidder has provided reproduction services within the preceding 24 months (See Attachment B). References may be checked prior to award. Any negative responses received may result in disqualification of the bid.
3. **SERVICE REQUIREMENTS**
 - 3.1. All duplication shall be done on manufacturer loaded cassettes or on JVC licensed loaded cassettes.
 - 3.2. All videotape shall be high quality brand videotape and shall not have high amounts of "dropouts".

Note: TxDOT reserves the right to approve or disapprove the videotape brand prior to service being performed.
 - 3.3. Vendor shall have broadcast quality playback capabilities to include dubbing from the following formats: BetaCam-SP, BetaCam-SX, Digital BetaCam, DVCam, MiniDV, 1inch C-format, S-VHS and VHS.
 - 3.4. Vendor shall have the capabilities to provide duplication in the following formats: BetaCam-SP, BetaCam-SX, 1 inch C-format, ¾" Umatic, S-VHS, and VHS.
 - 3.5. All duplication machines shall be designed for dubbing. Audio and Video signals must be distributed from the source machine to dub machines through broadcast quality audio and video distribution amplifiers.
 - 3.6. All duplication masters shall be maintained in vendor's files for duration of contract, unless otherwise instructed by TxDOT representative. At the termination of contract, all masters still in vendor's possession shall be returned to TxDOT at vendors' expense.
 - 3.7. All VHS duplication shall be done on SP (standard play) speed of recording. All dubs shall have audio recorded on both channels of audio. Instructions as to mix or mono will be sent with each work order.
 - 3.8. Vendor shall provide plastic clear see-through sleeve cases for all VHS copies. Tapes shall be labeled on face and spine of each tape. 1 inch C-format, dubs shall be labeled on spot reel and box. All other dubbed formats shall be provided in hard case album covers and will be labeled on the tape and album cover, both face and spine.
 - 3.9. Vendor shall label the cassettes, cases and/or boxes with the wording described by TxDOT work order. Labels shall be provided by the vendor and shall include the TxDOT logo and name.

Note: The logo to be imprinted on the goods covered by this purchase is copyrighted by TxDOT. The vendor is advised that permission for use of the logo is granted only for meeting the requirements of this order. Any person or company wishing to use this logo for other than this purpose must contact the General Services Division, TxDOT, at (512)416-2022.

* This Specification Supersedes TxDOT Specification 915-76, dated June 1997.

- 3.10. Vendor shall provide quality control and shall sample duplicated tapes on machines other than those they were duplicated on. A representative sample rate of one out of every ten tapes shall be viewed by vendor's quality control representative.
- 3.11. Vendor shall complete all duplication work in five working days, unless otherwise mutually agreed by TxDOT and vendor.
4. MISCELLANEOUS COPY SERVICE: The bidder shall submit with the bid, price lists for additional services offered which may be required by TxDOT but are not covered under Item 1-18. Bidder shall also state the discount off of the price list given to TxDOT (See bid item 19). Name and date of price list shall be provided. Price list shall be commercially offered to the trade and shall not be specifically made for this bid. Bidders may also indicate on a price list, any volume discounts for any of Items 1-18, which may be available.
5. PICK UP AND DELIVERY
- 5.1. Vendor shall be responsible for all costs associated with shipping and/or pickup and delivery. All shipments will be returned to TxDOT two-day ground freight.
- 5.2. Vendor shall deliver all tapes to TxDOT, Travel Division, 150 E Riverside, North Tower, Room 1C.4 meeting specifications in paragraph 3.11
- 5.3. All tapes or Masters in the possession of vendor at termination of contract shall be shipped back to TxDOT within two days of notification.
6. EMERGENCY/RUSH SERVICE: The bidder should submit, as part of the bid, an emergency/rush policy to be followed in the event it becomes necessary for the bidder to work after hours, weekends or holidays to complete a job within twenty-four clock hours after receipt of originals. This policy shall be exercised only upon TxDOT request. The bidder shall include in its policy any additional charges with these services. (See bid item 20.)
7. BID EVALUATION: Bids will be evaluated based on bid prices submitted on Attachment A-Bid Price Schedule. Miscellaneous service and Emergency/Rush Service are not part of the bid evaluation.
8. AWARD
- 8.1. Award will be made to a primary bidder. Split awards will not be considered.
- 8.2. An alternate purchase order may be issued to the second low bidder, in the event the primary vendor cannot provide service within seventy-two hours of the date required, or on an emergency/rush basis.

ATTACHMENT A - PRICE BID SCHEDULE

Requisition No. B 44 2002006797 000

ITEM	DESCRIPTION	ESTIMATE D QUANTITY	UNIT	UNIT PRICE	EXTENSION
	3/4" U-Matic format duplication				
1	5 Min. dubs	40	ea.		
	10 Min. dubs	40	ea.		
	20 Min. dubs	40	ea.		
	30 Min. dubs	40	ea.		
	60 Min. dubs	40	ea.		
	1/2" VHS format duplication				
6	15 Min. dubs	2500	ea.		
7	30 Min. dubs	2500	ea.		
8	60 Min. dubs	2500	ea.		
9	90 Min. dubs	2500	ea.		
10	120 Min. dubs	2500			
	1/2" BetaCam Format duplication				
11	5 Min. dubs	100	ea.		
12	10 Min. dubs	100	ea.		
13	20 Min. dubs	40	ea.		
14	30 Min. dubs	40	ea.		
15	60 Min. dubs	40	ea.		
	1" C-format Spot dubs				
16	3 Min. tape (program ,bars ,tone and slate) dubs	50	ea.		
17	5 Min. tape (program ,bars ,tone and slate) dubs	10	ea.		
18	7 Min. tape (program ,bars ,tone and slate) dubs	10	ea.		
19	Miscellaneous : Duplication Services (See paragraph 4.0 of the Specifications)				
	Discount from price list _____%				Bidder Insert Discount from Price list to the left.
	Emergency/Rush Services (See Paragraph 6.0 of the Specifications)				
	Additional Charges of _____% per item. Include attachment as necessary.				Bidder provide additional Charges for emergency/rush request to the left.

TOTAL COST OF DUPLICATION SERVICES

\$ _____

ATTACHMENT B – REFERENCES

Requisition No. B 44 2002 006797 000

Name of Organization: _____
Street Address: _____
City, State and Zip Code: _____
Name and Title of Person to Contact: _____
Area Code/Telephone Number: _____

Name of Organization: _____
Street Address: _____
City, State and Zip Code: _____
Name and Title of Person to Contact: _____
Area Code/Telephone Number: _____

Name of Organization: _____
Street Address: _____
City, State and Zip Code: _____
Name and Title of Person to Contact: _____
Area Code/Telephone Number: _____

Any negative response may result in the disqualification of the bid.

**TEXAS DEPARTMENT OF TRANSPORTATION
TERMS AND CONDITIONS**

PART I

GENERAL TERMS AND CONDITIONS

Part I of the General 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 TxDOT. Parts II and III are solicitation specific additions to Part I.

This procurement falls under the statutory authority of Texas Government Code, Title 10, Subtitle D, Section 2151, et seq. (commonly known as the "Purchasing Act"). The purchasing procedures include statutory requirements and those requirements established by rule of the General Services Commission (GSC) as contained in GSC Rule 1TAC 113.1, et seq.

All purchases are on a firm, fixed price basis unless otherwise stated in the solicitation.

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 the department.

1. REQUIREMENTS AND ADDITIONAL INFORMATION

- 1.1. Our system requires pricing per unit shown and extensions. 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 shown. Respondent guarantees product offered will meet or exceed specifications identified in this solicitation.
- 1.2. 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. Response must be time stamped in our Mail Room or hand delivered to the address on the solicitation before the hour and date specified for the solicitation opening/closing.
- 1.3. Late responses will not be considered under any circumstances. Correctly identified late responses will be returned to respondent unopened.
- 1.4. 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.
- 1.5. 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.
- 1.6. All prices shall be firm for acceptance for 30 days from solicitation response date unless otherwise stated in the solicitation. "Discount from list" pricing is not acceptable unless requested. Cash discount will not be considered in determining the low response; however, all cash discounts offered will be taken if earned. Price(s) shall not increase during the term of the purchase order or the agreement unless otherwise stated in the specification. Vendor shall offer price reductions that result in reduced cost to the vendor during the term of the purchase order.
- 1.7. Failure to sign the solicitation manually in the required space will disqualify the response. The person signing the response shall have authorization to bind the company in contract. Solicitation shall include Texas Identification Number (TIN), full firm name and address of company. The TIN is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this TIN in the space provided on the solicitation. If the TIN is not known, complete the following:

1. ___ - ___ - ___ - ___ - ___ - ___
Enter your Federal Employer's Identification Number.

2. ___ - ___ - ___ - ___ - ___ - ___
Sole owner must also enter Social Security Number.

* This Revision Supersedes Previous Revision Revised February 2001.

- 1.8. Response cannot be altered or amended after opening/closing time. Any alterations made before opening/closing time should be initiated by respondent or authorized agent. Response may be withdrawn if requested in writing prior to the opening/closing date and time. No response can be withdrawn after opening/closing time without approval by TxDOT based on a written, acceptable reason.
- 1.9. At the time of opening/closing for negotiated or multi-step solicitations, only the names of respondents will be announced. Prices will not be disclosed.
- 1.10. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in response unless otherwise specified in the solicitation. Excise Tax Exemption Certificate will be furnished by TxDOT on request.
- 1.11. TxDOT reserves the right to accept or reject all or any part of any response, waive minor technicalities and make 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.
- 1.12. Consistent and continued tie response pricing may lead to rejection of the response by TxDOT and/or investigation for antitrust violations.
- 1.13. Facsimile (FAX) responses may be submitted to the FAX number provided on the solicitation. All FAX responses must be signed in space provided. 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.
- 1.14. 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. TxDOT encourages suggested changes and environmental enhancements for possible inclusion in future revisions of this specification.
- 1.15. TxDOT is committed to maintaining an alcohol- and drug-free workplace. Possession, use, 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.
- 1.16. All work by the vendor shall be performed between the hours of 8:00 a.m. and 5:00 p.m., unless otherwise specified, only on working days observed by TxDOT. Working days are usually Monday through Friday of each week.

2. SPECIFICATIONS

- 2.1. The goods furnished or service performed shall be in accordance with the purchase specifications. TxDOT will decide all questions, which may arise as to the interpretation of the specifications and the quality, or acceptability of goods furnished or work performed. If the solicitation is for a service, TxDOT will decide the manner of performance and the rate of progress of the work and the acceptable fulfillment of the service on the part of the vendor.
- 2.2. Any catalog, brand name or manufacturer's reference used in the solicitation is descriptive only (not restrictive), and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered unless advertised as proprietary or sole source under Texas Government Code (TGC), Title 10, Subtitle D, Section 2155.067. Show manufacturer, brand or trade name, and other description of product offered on response. If offer is for other than example(s) shown, include illustrations and complete description of product in the solicitation response. 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.
- 2.3. Unless otherwise specified, all items offered shall be new and in first class condition, including shipping and storage containers. Verbal agreements to the contrary will not be recognized.
- 2.4. Samples, when requested, must be furnished free of expense to TxDOT. If not destroyed in examination, samples will be returned upon request, at respondent's expense. Each sample should be marked with respondent's name and address, and TxDOT solicitation number. Do not enclose in or attach response to sample.
- 2.5. TxDOT will not be bound by any oral statement or representation contrary to the written specifications of this solicitation. All addenda to and interpretations of this solicitation shall be in writing. Any addenda or interpretation that is not in writing will not legally bind TxDOT.
- 2.6. Manufacturer's standard warranty shall apply unless otherwise stated in this solicitation.

2.7. All electrical items shall meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.

3. **TIE RESPONSES:** Award will be made in accordance with RULE 1 Texas Administrative Code (TAC) Section 113.6(b)(3) and 113.8 (Preferences).

4. **PREFERENCES** A respondent may claim a preference under Rule 1TAC 113.8. To claim a preference, a respondent shall identify the preference, on the face of the solicitation. If the appropriate area on the solicitation is not marked, a preference will not be granted unless other documents included in the bid show a right to the preference.

Preferences may be claimed for the following:

- ◆ Supplies, materials or equipment produced in Texas or offered by a Texas bidder
- ◆ Agricultural products grown in Texas
- ◆ Agricultural products offered by Texas bidder
- ◆ USA produced supplies, material or equipment
- ◆ Products of persons with mental or physical disabilities
- ◆ Products made of recycled materials
- ◆ Energy efficient products
- ◆ Rubberized asphalt paving materials
- ◆ Recycled motor oil and lubricants

5. **DELIVERY**

5.1. Response should show number of *days* required to place material, or begin service (if required), at TxDOT's designated location under normal conditions. Failure to state delivery time obligates vendor to complete delivery in 14 calendar days. Unrealistic delivery promises may cause response to be rejected.

5.2. If delay is foreseen, vendor shall give written notice to TxDOT. TxDOT has the right to extend delivery date if reasons appear valid. Vendor shall keep TxDOT advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes TxDOT to purchase goods or services elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.

5.3. No substitutions or cancellations permitted without written approval of TxDOT.

5.4. Delivery shall be made during normal working hours only, unless prior approval has been obtained from TxDOT or otherwise stated in solicitation.

5.5. Receipt of goods does not constitute acceptance.

6. **INSPECTIONS AND TESTS:** Goods and services will be subject to inspection and test by TxDOT to the extent practicable at all times and places. Tests will be performed on samples submitted with the response or on samples taken from regular shipment. In the event samples tested fail to meet or exceed 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. Authorized TxDOT personnel shall have access to any vendor's place of business for the purpose of inspecting goods and services. Latent defects may result in revocation of acceptance.

7. **AWARD OF PURCHASE ORDER:** 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.

7.1. 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.

7.2. The purchase order is void if sold or assigned to another company without written approval of 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 30 days from the date of change.

- 8. **PAYMENT:** Payment will be made in accordance with the Texas Prompt Payment Law, TGC, Subtitle F, Chapter 2251. Vendor shall submit two copies of a correct itemized invoice showing the purchase order number, payee I.D., remit to address, and phone number on all copies. TxDOT will incur no penalty for late payment if payment is made in 30 days or less from receipt of goods or services and a correct invoice, whichever is later.

NOTE Warrants will not be issued to a vendor without a current Texas Identification Number and will be held by the State Comptroller if there is a tax liability.

- 9. **PATENTS OR COPYRIGHTS:** The vendor agrees to protect TxDOT and the State from claims involving infringement of patent or copyrights.
- 10. **VENDOR ASSIGNMENTS:** Vendor hereby assigns purchaser 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. Section 1, et seq. [1973]), and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to this solicitation must give solicitation number and opening/closing date.
- 11. **RESPONDENT AFFIRMATION:** Signing this solicitation with a false statement is a material breach of contract and shall void the submitted response or any resulting contracts, and the respondent shall be removed from all solicitation lists. By signature hereon affixed, the respondent hereby certifies that:

- 11.1. 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.

- 11.2. The respondent is not currently delinquent in the payment of any franchise tax owed to the State of Texas under Chapter 171 TAX Code. Under TGC, Title 10, Subtitle D, Section 2155.004, the respondent certifies that the individual or business entity named in this response is eligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate.

If you have questions regarding the Sales Tax or Franchise Tax requirements, contact the Texas Comptroller's Office at 1-800-252-1381 or access the website at www.open.cpa.state.tx.us for tax information or <http://open.cpa.state.tx.us/vendor/tpsearch1.html> to check the Vendor Account Information to be sure your account is current.

- 11.3. 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, codified in Section 15.01, et. seq., Texas Business and Commerce Code, 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.

- 11.4. The respondent has not received compensation for participation in the preparation of the specifications for this solicitation.

- 11.5. Under TGC, Title 5, Subtitle D, Section 231.006, Family Code (relating to child support), the individual or business entity named in this solicitation is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

- 11.6. Respondent certifies that they are in compliance with TGC, Title 6, Subtitle A, Section 618.001, relating to contracting with an executive of a state agency. If Section 618.001 applies, respondent will provide the following information as an attachment to this solicitation response: Name of former executive, name of state agency, date of separation from state agency, position with respondent, and date of employment with respondent.

- 11.7. The response includes the names and Social Security Numbers of each person with a minimum of 25% ownership of the business entity submitting the response. Respondents that have pre-registered this information on the GSC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, complete the following:

Enter name above and Social Security Number below

Enter name above and Social Security Number below

Enter name above and Social Security Number below

Enter name above and Social Security Number below

- 11.8. 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.
- 11.9. 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 contractor in the execution or performance of this contract.
- 11.10. Respondent agrees to comply with TGC, Title 10, Subtitle D, Section 2155.4441, pertaining to service contract use of products produced in the state of Texas.
12. **SUBCONTRACTING REQUIREMENTS:** In accordance with Texas Government Code, Title 10, Subtitle D, Sections 2161.181-182 and Texas Administrative Code (TAC), Title 1, Section 111.11 and pursuant to the General Services Commission's (GSC) HUB Rules, TAC, Title 1, Section 111.13 and 111.14, 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 Historically Underutilized Business (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/insdot/orgchart/gsd/purchasing/purchasing.htm>
13. **VENDOR EXCEPTIONS OR CONDITIONED RESPONSES:** Vendor exceptions and/or terms and conditions attached to a response will not be considered unless specifically referred to and clearly identified as such within the response.
- NOTE:** Such exceptions and/or terms and conditions may result in disqualification of the response (e.g., response with the laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.).
14. **DISPUTE RESOLUTION:** TxDOT has established a dispute resolution process under 43 TAC § 9.1 to attempt to resolve all disputes that may arise between the department and the vendor under any purchase order resulting from this solicitation. The dispute resolution process provided for in TGC, Title 10, Subtitle F, Chapter 2260 must be used by TxDOT and the vendor to attempt to resolve all disputes arising under this contract.
15. **VENDOR PERFORMANCE:** Vendors are advised that performance will be reported to the GSC. In accordance with TGC, Title 10, Subtitle D, Chapters 2155.074 and 2155.075, vendor performance may be used as a factor in the award of a future solicitation.
16. **VENDOR RESPONSIBILITIES**
- 16.1. 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, and licensing laws and regulations. When required, the vendor shall furnish TxDOT with satisfactory proof of its compliance.
- 16.2. The vendor shall be responsible for damage to TxDOT's equipment, and/or the workplace and its contents, by its work, its negligence in work, its personnel, or its equipment. The vendor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing work for TxDOT.
- 16.3. The vendor shall provide all labor and equipment necessary to furnish the goods or perform the service. All employees of the vendor shall be a minimum of 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.
- 16.4. 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.
17. **ABANDONMENT OR DEFAULT:** If the vendor defaults on the purchase order, TxDOT reserves the right to cancel the purchase order without notice and either re-solicit or re-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.

PART II

PURCHASE OF SERVICES SPECIFIC TERMS AND CONDITIONS

1. **GENERAL:** The following applies to a solicitation for the purchase of services. These terms and conditions are in addition to those in Part I.
 - 1.1. If applicable to the service, TxDOT recommends that the respondent visit the site and examine the space and/or equipment to be serviced. The respondent shall carefully examine these specifications and, if necessary, secure additional information from the TxDOT purchaser that may be requisite to a clear and full understanding of the work.
 - 1.2. If products and/or materials are used in the performance of the service, the vendor shall buy Texas products and/or materials when they are available at a comparable price and delivery schedule.
2. **COMPETENCE OF VENDOR:** To be entitled to consideration, the vendor shall have available, the necessary organization and facilities to fulfill all the services required under the purchase order. Only personnel trained in services of this type shall be employed under and for the purchase order. Vendor shall obtain any licenses/permits required for the performance of the service.
3. **RIGHT TO AUDIT:** TxDOT has the right to audit the vendor's books and records pertaining to the service during the hours of the normal workday.
4. **RENEWAL OF SERVICES:** The purchase order may be renewed for an additional period of time not to exceed the original service period, or as otherwise stated in the specification, provided both parties agree in writing to do so prior to the expiration of the purchase order. The renewed purchase order shall be for the original price, terms and conditions, and any approved changes.
5. **CANCELLATION:** The purchase order may be cancelled, without penalty, by either party by providing 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.
6. **PAYMENT:** Payment will be made in accordance with Part I, Para. 8 using one of the following methods as specified on the solicitation.
 - 6.1. The service was completed to the satisfaction of TxDOT, and within 30 days from receipt of a correct invoice or billing statement.
 - 6.2. On a monthly basis and within 30 days from receipt of a correct invoice or billing statement.
 - 6.3. As otherwise stated in the specifications or on the solicitation document.
7. **INSURANCE:** Prior to beginning work, the vendor shall provide TxDOT with a completed TxDOT Certificate of Insurance Form 20.102 or Form 1950 (only TxDOT forms are acceptable) providing the below listed coverage. TxDOT shall be included as an Additional Insured by Endorsement to policies issued for coverage listed in 7.3 and 7.4.

Waiver of Subrogation Endorsement in favor of TxDOT shall be a part of each policy for coverage listed. TxDOT will allow deductible policies. The vendor shall pay the deductible amount. Such coverage shall remain in effect during the full term of service. Required insurance coverage is specified on the solicitation document.

 - 7.1. **WORKERS' COMPENSATION INSURANCE** Amount – Statutory, Texas
 - 7.1.1. The vendor is responsible for both Federal and State Unemployment Insurance coverage and Standard Workers' Compensation Insurance coverage. Vendor shall comply with all federal and state tax laws and withholding requirements.

1.1.3. **Best Value** : The lowest overall cost for Automated Information System (AIS) equipment or services will be based on the following factors including, but not limited to:

- purchase price
- compatibility to facilitate exchange of existing data
- capacity for expansion and upgrading to more advanced levels of technology
- quantitative reliability factors
- level of training required to bring end-users to a stated level of proficiency
- technical support requirements for maintenance of data across a network platform and management of the networks hardware and software
- compliance with applicable Department of Information Resources (DIR) statewide standards validated by criteria adapted by the department by rule TAC (1 TAC 113.9).

1.2. **VENDOR REQUIREMENTS**

1.2.1. Vendors that are not approved QISV, may respond to the RFO. However, vendors must seek QISV status and vendor shall be an approved QISV no later than the submission date and time of the RFO. Vendors may check their status with the GSC by calling 512-463-5315 or at www.gsc.state.tx.us/hubsolicitation/solicitationsrvs.html

1.2.2. The respondent shall submit the required number of responses specified on the solicitation. Responses should be unbound. Ring binders or excessive information are not preferred. Responses may be tab indexed.

1.3. **BEST VALUE CRITERIA:** Best value criteria will be used on all catalogue purchases.

1.3.1. For purposes of determining the best value available, TxDOT will consider items, features, etc., which are in addition to requirements listed, as well as factors which, in TxDOT's opinion, add value to the product/service but are not specifically required within the specification.

1.3.2. Negotiations for "best value" will occur with catalogue vendors, instead of making selections for goods and services based solely on the published prices, terms and conditions in the catalogues.

1.3.3. TxDOT will be the sole judge as to which offer is the most advantageous and in the best interest of TxDOT.

1.3.4. During the evaluation phase, TxDOT reserves the right to conduct formal negotiations pertaining to a respondent's initial responses, specifications, and prices.

1.3.5. Negotiations will be conducted only with responsive respondents who submitted sealed responses and were judged to be the best offers.

1.4. **TECHNOLOGY ACCESS CLAUSE** "The Vendor expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, the Vendor represents and warrants to the Texas Department of Transportation that the technology provided to the Texas Department of Transportation for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of:

1.4.1. providing equivalent access for effective use by both visual and non-visual means;

1.4.2. presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and

1.4.3. being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired.

- 1.4.4. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance."