

TEXAS DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES DIVISION

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PUBLIC INFORMATION SERVICES

PUBLICATION

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1. **SCOPE:** The vendor shall assist TxDOT in meeting its objective of providing information to the public as described below under Service Requirements.
2. **BACKGROUND**
 - 2.1. TxDOT is undertaking a series of construction projects that affect the traveling public. The public will encounter lane closures, ramp closures, and frontage road closures. It is TxDOT's intention to create a public awareness of the total effort and to keep the public informed of the status of the projects and how and when travelers will be affected by the work.
 - 2.2. The public information campaign shall be developed in a manner easily understood by the general public. The campaign will target the appropriate markets to include but not be limited to the traveling public, local businesses, and residents within the TxDOT district specified in the Invitation for Bid. The public information campaign shall include but not be limited to general project descriptions, on-going project status, project sequencing, closures, detours, and construction duration.
3. **REFERENCES:** Respondent shall submit references that can verify the qualifications/experience requirements. A minimum of three references is required. References shall illustrate respondent's ability to provide the services outlined in the specification. References shall include firm name, point-of-contact, telephone number, and dates services performed. Should TxDOT be unable to verify qualification/experience requirements from your references or if negative responses are received, this may result in disqualification of the bid. TxDOT will be the sole judge of reference responses. Respondent shall use Attachment A to provide references.
4. **RESPONDENT QUALIFICATIONS:** The respondent and its representatives performing this service shall have a minimum of three years in business and a minimum of three years experience in providing public information services.
5. **SERVICE REQUIREMENTS:** The vendor shall perform the following services:
 - 5.1. Public Information Services/Promotional Services:
 - 5.1.1. Create and develop informational and promotional messages. This task could include graphics, copy writing, production, newspaper supplements, and audiovisual (radio and television) and public service announcements.
 - 5.1.2. Place the messages in the appropriate media (paragraph 5.1.1).
 - 5.1.3. Develop and produce additional materials for use in public information programs. These items may include brochures, pamphlets, newsletters, audiovisual presentations, and videos.
 - 5.1.4. Coordinate special events and activities that focus on the target construction projects. Activities shall include work with local businesses, neighborhood groups and interested groups, etc. Special events may also include conferences, media conferences, and public meetings requiring assistance and planning.
 - 5.1.5. Solicit for free media time and/or space for public service announcements.

^{*} This Specification Supersedes TxDOT Specification 915-73-56, Dated March 2000.

- 5.1.6. Purchase media time and/or space for programs and information appropriate to the target market.
- 5.1.7. Participate in public information meetings and consortiums, when requested by TxDOT.
- 5.1.8. Assist with media relations by providing an issue plan and media training.
- 5.1.9. Provide video clips and printed documents. Vendor shall provide a record and copies of all relevant articles and video and audio clips when requested by TxDOT.
- 5.1.10. Develop flyers for a target market when requested by TxDOT to announce the start of a project or to provide updates to the status and impacts of a project.
- 5.1.11. Proofread all materials. Vendor shall follow strict proofreading regimen before releasing any materials to the public.
- 5.1.12. Assist with special projects and programs. When requested by TxDOT, the vendor shall assist with special projects and programs (including award nomination submittals) that may occur during the term of the purchase order.
- 5.1.13. Provide a plan that shall detail each campaign being proposed including, but not limited to, budget estimates, breakdown of proposed spending by media type and proposed production cost
- 5.1.14. Provide a printed placement verification reports to ensure all media ran or was published according to any contract or placement instruction.
- 5.1.15. Provide translation services for the informational and promotional messages into Spanish when requested by TxDOT.

5.2. Provide research. Vendor shall provide all research necessary to conduct a successful campaign.

6. SCHEDULE OF WORK:

6.1. The vendor shall submit a Schedule of Work and Activities to TxDOT for written approval prior to performing work. The Schedule of Work and Activities shall cover 60 calendar days.

6.1.1. The initial work schedule shall be submitted within 30 calendar days of the date of the purchase order.

6.1.2. Subsequent work schedules shall be submitted no later than 30 calendar days prior to the end of the current work schedule. Each work schedule shall cover 60 calendar days.

6.2. In addition to identification and scheduling of projected activities, each work schedule shall include measurable objectives and estimated costs. Costs included and not approved by TxDOT are ineligible for reimbursement.

6.3. Upon approval by TxDOT, each Schedule of Work and Activities shall become a part of the purchase order. A Schedule of Work and Activities may be amended and approved as necessary and agreed upon by TxDOT and the vendor.

7. PROGRESS REPORTS AND MEETINGS: The vendor shall submit progress reports every 30 calendar days and a comprehensive final report at the end of the service period to document the results of the work performed under the purchase order. The vendor shall recommend a format for TxDOT approval for both the 30-day progress reports and the comprehensive final report.

7.1. The vendor shall promptly notify TxDOT in writing of events which have a significant impact on contract work, including:

7.1.1. Problems, delays, or adverse conditions which will prevent the meeting of time or work schedules

7.1.2. Favorable developments that will enable meeting time or work schedules earlier than anticipated.

7.2. The vendor shall file a copy of all approved products, films, recordings, reports or documents produced for this service with the Texas State Library in accordance with Article 6252-11C, VATS.

7.3. TxDOT may require meetings each month between the vendor and TxDOT personnel to discuss the campaign. The meetings will be held within the District at a location to be specified. It is estimated that these meetings will occur twice a month with the Director of Account Services. Hourly rates will be paid only for time actually spent in the meeting.

8. TxDOT WILL PROVIDE

- 8.1. Approval of all finished products provided by the vendor prior to release or implementation of any material developed. TxDOT will approve or deny within ten working days of receipt.
- 8.2. Written approval of the vendor's Schedule of Work and Activities. TxDOT will make approval or denial in writing within ten calendar days of receipt.
- 8.3. Scheduling of periodic meetings with the vendor to monitor progress of work.
- 8.4. Payment to the vendor for approved costs incurred during the service period.
- 8.5. Lane closures and other significant events that must be publicized.
- 8.6. Any necessary reports formats and forms.

9. PAYMENT: TxDOT will make payment to the vendor for approved costs incurred in accordance with the following:

- 9.1. All direction, artwork, public information, research, account service work, special event coordination and copy writing shall be billed on an hourly basis in accordance with Schedule 1 – Bid Price Sheet for Hourly Rates.
- 9.2. All media, except public service announcements, shall be billed at a gross rate, such that the vendor will receive up to a 15 percent commission on all media placed.
- 9.3. The cost of services rendered or materials produced by organizations on TxDOT's behalf and not a part of the vendor's organization (out-of-vendor expenditures) shall be approved by TxDOT and billed at actual cost (i.e., long-distance telephone calls, mailing, shipping and photocopying) except as stated in paragraph 10. Billing for allowable in-state travel expenses shall not exceed state rates for in-state travel. Out-of-state travel will be reimbursed at approved out-of-state travel rates.
- 9.4. Vendor shall request payment of all required printing with an itemized invoice. Vendor shall competitively bid printed material to provide best price and quality for TxDOT. The vendor shall provide copies of the competitive bids upon submission of estimates. A minimum of three bids shall be solicited. The vendor shall indicate the number of Historically Underutilized Businesses contacted as part of the solicitation.
- 9.5. The vendor shall submit requests for payment which include the following information:
 - 9.5.1. Actual hours worked by employees and the rate of pay extended to a monthly total.
 - 9.5.2. Itemized invoices for all charges and copies of supporting documentation for those charges for purchases of all media.
 - 9.5.3. Itemized invoices for all charges and copies of supporting documentation for those charges for out-of-vendor expenditures.
 - 9.5.4. Itemized invoices for all charges and copies of supporting documentation for those charges for other direct costs.

10. Consumer Price Index Adjustments: This contract will be for a 24 month period with the option to renew it for two additional 24 month periods. Pricing for the renewal of service shall be based on the Consumers Price Index (CPI-W). Price increases for the renewal of services will be based on the CPI-W (Consumer Price Index – for Urban Wage Earners and Clerical Workers), 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, D.C 20212. The baseline index shall be the index announced for the month in which the bids opened. Unit prices may be adjusted for each renewal period in accordance with changes in index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and shall be the maximum unit price adjustment permitted, except that the vendor may offer price decreases in excess of the allowable percent change.

Price increases for each 24-month period will be based on the CPI-W (Consumer Price Index – for Urban Wage Earners and Clerical Workers), but in no case will any increase exceed 10%. Any exceptions to the above will disqualify the proposal. The TRF-TS Program Manager shall receive request for Consumer Price increases no less than 30 days before the end of the 24-month period.

11. **TRAVEL EXCLUSION:** The vendor will not be reimbursed for any travel expenses incurred in travel to meetings within the District. Hourly rates shall start at the beginning of the meeting and end at the conclusion of the meeting.
12. **CHANGES IN WORK:** If TxDOT finds 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. If TxDOT requires changes for previously accepted work, the vendor shall make such changes as directed by TxDOT and will be compensated at the same rates established in Schedule 1 – Bid Price Sheet for Hourly Rates.
13. **SUBCONTRACTS:** Any subcontract in excess of \$10,000 for services rendered by individuals or organizations not a part of the vendor's firm shall not be executed without prior authorization and approval of TxDOT. Subcontractors providing service under the purchase order shall meet the same requirements and provide the same service and level of experience as required by the vendor. No subcontracts under the purchase order shall relieve the primary vendor of its responsibility for the service. If the vendor uses a subcontract for any or all of the work required, the following conditions shall apply under the listed circumstances:
 - 13.1. **SUBCONTRACTING WITH TEXAS CERTIFIED HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS):** Respondents planning to subcontract with Texas Certified HUBs for a portion of the work shall identify the proposed HUB subcontractors at the time of submittal using the HUB Subcontracting Plan attached to this solicitation. After award the vendor shall complete and submit the appropriate HUB Subcontracting Plan forms to TxDOT's Business Opportunities Office.
 - 13.2. **SUBCONTRACTING WITH OTHER VENDORS THAT ARE NOT (HUBS):** Respondents planning to subcontract for a portion of the work under this solicitation shall identify the proposed subcontractors at the time of submittal.
 - 13.3. The vendor shall assume responsibility for coordination, control, and performance of all subcontractors if applicable. The vendor shall be held solely responsible and accountable for the completion of all work for which the vendor has subcontracted.
 - 13.4. TxDOT reserves the right to request removal of vendor or subcontractor staff who is deemed unsatisfactory by TxDOT.
 - 13.5. Subcontracting shall be at the vendor's expense
 - 13.6. TxDOT retains the right to check subcontractor's background and make determination to approve or reject the use of submitted subcontractors. Any negative responses may result in disqualification of the subcontractor.
 - 13.7. Vendor shall maintain all project management, schedule and responsibilities for subcontractors.
 - 13.8. Vendor shall pay subcontractors in a timely manner.
 - 13.9. Vendor shall be the only contact for TxDOT and subcontractors.
14. **COPYRIGHT:** Vendor shall not assert rights at common law or equity or establish any claim to statutory copyright in any material or information developed in performance of the services authorized. TxDOT shall have the right to use, reproduce, or distribute any or all of such information and other materials without the necessity of obtaining any permission from the vendor and without expense and charge. Vendor shall ensure duplication and distribution rights are secured for TxDOT from all contractors and subcontractors. All documents, recordings, etc. shall be released to TxDOT in two formats:
 - 14.1. Original high quality master formats (Beta for video and DAT for audio, etc.).
 - 14.2. Formats compatible with existing TxDOT hardware and equipment.
15. **BID SUBMISSIONS:** TxDOT will not be responsible for any expenses relating to bid development, documentation, or presentation that may result from this solicitation. Respondent shall submit one original and five unbound copies of the bid. Bound copies and three ring binders are not acceptable. Respondent shall submit hourly rates for the initial 24 months of the service period. Failure to submit hourly rates with the Invitation for Bid will be grounds for rejection of the bid. Respondent shall submit all information listed below in the order specified. Failure to provide the following information shall result in disqualification of the bid.
 - 15.1. A plan for market research to determine the target market and the potential for effectively communicating project information to the traveling public through this campaign.
 - 15.2. Documentation of creation, production, and duplication of effective communications tools such as, but not limited to, commercials for radio and television, or other media which is appropriate for the target market.

- 15.3. Documentation of respondent experience designing and producing printed materials to communicate public information and educational messages regarding projects of a technical nature.
 - 15.4. Documentation of respondent experience in development of plans for obtaining public service announcement time from radio, television and print media and in acquisition of free air time on radio and television in the form of interviews and public service announcements.
 - 15.5. A plan for obtaining public service announcement times and/or space from radio, television, and print media.
 - 15.6. Evidence of ability to purchase media schedules at times and for programs appropriate to the target market, including three media references from either radio or television, which can show the respondent's ability to purchase media.
 - 15.7. Documentation of respondent experience planning and conducting special events and activities.
 - 15.8. Documentation of respondent's past experience working with groups such as state and local agencies, volunteer groups, schools, and local businesses, etc.
 - 15.9. Documentation of respondents past experience with projects with a similar contract time.
 - 15.10. Evidence of prior work experience in public relations for a government agency responsible for transportation or traffic management.
 - 15.11. Respondent history, including capabilities in the area of services to be provided, staff size by office location, and billing history. If the project is to be a joint venture, all member firms should be listed and staff members listed accordingly. Respondent should list the estimated number of people who will be working on the public information plan, percentage of time dedicated, and average number of projects assigned to staff members. Respondent should also list a tentative staffing backup plan for emergency and rush projects.
 - 15.12. Profiles of the individuals who will be designated to develop and conduct the campaign, including a profile for the director of accounting or whoever is ultimately responsible for proper billing. Profiles shall include name and title, planned percentage of time on the project, education, years of experience, and description of experience. The respondent shall provide profiles for the following:
 - 15.12.1. Director of Account Services.
 - 15.12.2. Account Manager.
 - 15.12.3. Director of Accounting.
16. **SOLICITATION EVALUATION/AWARD:** The procurement of this public information campaign will be based on two criteria: evaluation of information provided with the bid (see paragraph 14) and bid prices. The evaluation scores of panel members will be averaged and will comprise 60 percent of the overall score for a bid. The bid prices will be scored from the lowest to the highest, with the lowest cost receiving the maximum number of points. Bid prices will comprise 40 percent of the overall score. The respondent with the highest overall score will be awarded the purchase order. At TxDOT's discretion a Phase Three, in which respondent make a presentation to TxDOT, may be added to the evaluation process.
- 16.1. Phase One – Evaluation. TxDOT will evaluate and score each bid based on the documentation (see paragraph 13) submitted by each respondent. Respondents who obtain an average score of 54 points or higher (out of a possible 90 points) in this phase will be considered for award. Respondents **with a total of less than 54 points in this phase will not qualify for further consideration.**
 - 16.1.1. Evaluation Panel. A panel of three to five TxDOT employees will evaluate and score each bid. Attachment B is the scoring form that will be used by each member. Respondent shall not contact members of the evaluation panel.
 - 16.1.2. Evaluation Process. TxDOT will evaluate all bid submissions received by the bid closing date. TxDOT reserves the right to make on-site visits to assess the capabilities of individual respondent and to contact references provided with the bid. TxDOT reserves the right to enter into discussions, including clarifications and modifications, one or more times at any time during the evaluation process and to make an award at any time.

- 16.2. Phase Two – Bid prices. Respondent shall quote hourly rates for all personnel who may be involved in the service for the initial 24 months of the purchase order. These rates shall be shown in the appropriate place on Schedule 1 – Bid Price Sheet for Hourly Rates. The respondent shall provide the name(s) of individuals to fill each position listed, hourly rates of pay to be charged to TxDOT, and the extended price for the position (total hours multiplied by hourly rate). The respondent shall sum all extensions in the “Total” column and place that sum on the “Grand Total” line on page 3 of Schedule 1. Exact job titles may differ from respondent to respondent. The number of hours shown on Schedule 1 are estimated for the initial 24-month service period and is given simply as a basis for award. It does not indicate a commitment by TxDOT as to the number of hours that will be billed for any particular title. However, hourly rates are committed for the full 24-month term of service.
- 16.3. Phase Three – Optional Presentation. If TxDOT elects not to award the bid after Phases One and Two, respondent who scored at least 54 points in Phase One will be asked to make a presentation to TxDOT. The purpose of the presentation is to demonstrate the type of public awareness program the respondent can develop and to aid in determining whether the respondent is the most qualified on the basis of creativity and expertise. TxDOT will advise each respondent in writing of the location of the presentation and of their scheduled presentation date and time. A minimum of two weeks notice will be given to all respondent who qualify for the oral presentation phase. Attachment C is the evaluation matrix TxDOT will use if respondent are asked to make a presentation.
- 16.4. Respondents are cautioned that unlike a Request for Proposal, this Invitation for Bid does not provide for negotiation. Therefore, respondent must render their best offer (bid) at the outset. Changes are not permitted after the bid opening date and time.
- 16.5. Respondent shall note that the bid may not necessarily be awarded to the lowest respondent, but, in fact, will be awarded to the respondent who provides the best value to TxDOT. TxDOT will be the sole judge of best value.

SCHEDULE 1
BID PRICE SHEET FOR HOURLY RATES

RESPONDENT NAME: _____

NOTE: THE NAMES LISTED SHALL BE THE CURRENT HOLDERS OF THE POSITIONS. INDIVIDUALS MAY CHANGE DURING THE TERM OF SERVICE. THE HOURLY RATE SHALL BE FOR THE INITIAL 24-MONTH PERIOD OF THE PURCHASE ORDER.

	<u>TITLE & NAME</u>	<u>ESTIMATED # OF HOURS</u>		<u>HOURLY RATES</u>	<u>TOTAL</u>
<u>ACCOUNT SERVICES</u>					
1.	DIRECTOR OF ACCOUNT SERVICES Head of Account Services	5	X	\$ _____ =	\$
2.	ACCOUNT MANAGER/EXECUTIVE Day-to-day management of client's business	800	X	\$ _____ =	\$
3.	SECONDARY RESEARCH MANAGER Support person for Research Director.	100	X	\$ _____ =	\$
4.	MEDIA BUYER/PLANNER Handles all media rates, negotiating and placing of schedules for radio and television buys. Also available for research information such as target market media habits.	600	X	\$ _____ =	\$
5.	ACCOUNTING/BILLING Responsible for invoicing clients; with Account Services approval.	200	X	\$ _____ =	\$
6.	ADMINISTRATIVE ASSISTANTS Administrative duties to creative and account services teams.	600	X	\$ _____ =	\$

THIS SCHEDULE 1 IS PART OF THE INVITATION FOR BID AND SHALL BE RETURNED AS PART OF THE BID RESPONSE. FAILURE TO DO SO SHALL RESULT IN DISQUALIFICATION OF THE BID.

SCHEDULE 1 (continued)
BID PRICE SHEET FOR HOURLY RATES

	<u>TITLE & NAME</u>	<u>ESTIMATED # OF HOURS</u>		<u>HOURLY RATE</u>		<u>TOTAL</u>
<u>CREATIVE SERVICES</u>						
7.	CREATIVE DIRECTOR Heads up particular team within creative department.	10	X	\$ _____	=	\$
8.	EXECUTIVE PRODUCER Senior producer for the entire agency. Produces and edits radio and TV PSA's and writes scripts, music and lyrics.	200	X	\$ _____	=	\$
9.	SENIOR WRITERS Writes scripts, jingles; supervises copywriters.	60	X	\$ _____	=	\$
10.	ART DIRECTOR Directs all the art work on a particular team/client.	150	X	\$ _____	=	\$
11.	PRODUCTION ARTIST Does actual art mechanical, orders type, does layouts per Art Director's input.	50	X	\$ _____	=	\$
GRAND TOTAL OF LINE ITEMS 1 - 11						\$

THIS SCHEDULE 1 IS PART OF THE INVITATION FOR BID AND SHALL BE RETURNED AS PART OF THE BID RESPONSE. FAILURE TO DO SO SHALL RESULT IN DISQUALIFICATION OF THE BID.

ATTACHMENT A - REFERENCES

Respondent's Name: _____

Organization Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Name of Person to Contact: _____

Telephone Number: (____)____-____ FAX Phone No.: (____)____-____

Organization Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Name of Person to Contact: _____

Telephone Number: (____)____-____ FAX Phone No.: (____)____-____

Organization Name: _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Name of Person to Contact: _____

Telephone Number: (____)____-____ FAX Phone No.: (____)____-____

**LIST ONLY REFERENCES THAT HAVE UTILIZED SERVICES FROM YOUR COMPANY WITHIN THE
LAST 12 MONTHS. ANY NEGATIVE RESPONSES FROM ABOVE REFERENCES MAY DISQUALIFY
YOUR BID FROM FURTHER CONSIDERATION.**

THIS FORM MUST BE RETURNED WITH BID RESPONSE.

ATTACHMENT B
MINIMUM BID REQUIREMENTS
(FOR INFORMATION PURPOSES ONLY)

Bidder Name: _____

MINIMUM BID REQUIREMENTS

Description		Submitted: YES or NO
Signed original IFB and five reproduced copies of IFB		
Returned and completed Schedule 1 – Bid Price sheet for Hourly Rates.		
Returned and completed Attachment A – References		
Returned and completed HUB Subcontracting Plan forms.		
Respondent has a minimum of five years in the business and has provided examples of a sound and solid history and level of professional experience in the services that are required and applicable to this solicitation		

ATTACHMENT C
EVALUATION MATRIX-EVALUATION OF BIDS (PHASE ONE)
(FOR INFORMATIONAL PURPOSES ONLY)

RESPONDENT NAME _____ EVALUATOR NAME: _____

Rate the advertising agency from 1 to 5, with 5 being the best score you could give.

LEVEL OF ABILITY OF THE AGENCY:

FACTOR POINTS	SCORE	WEIGHT	TOTAL
CREATIVE PLANING AND PRODUCTION: Are their indications that the firm has the creative capability to generate exciting, attention-getting ads and commercials. (Ref para. 15.2)	1 2 3 4 5	5	
MEDIA STRATEGY AND BUYING: Is the agency able to position commercials so that they are targeted to the appropriate audience? (Ref para. 15.5 and 15.6)	1 2 3 4 5	1	
PSA TIME: Is the agency capable of securing effective placement of public service radio and television announcements? (Ref para. 15.4 and 15.5)	1 2 3 4 5	2	
PUBLIC RELATIONS PLANNING AND IMPLEMENTATION: Is the agency able to develop and execute special activities and campaigns beyond purchased advertising? (Ref para. 15.7)	1 2 3 4 5	1	
EXPERIENCE OF AGENCY: Does the agency have record of carrying out programs and campaigns of a similar nature? (Ref para. 15.9)	1 2 3 4 5	2	
RESEARCH CAPABILITIES: Has the agency demonstrated an ability to conduct research and use finding effectively? (Ref para. 15.1)	1 2 3 4 5	2	
ABILITY TO WORK WITH OTHER GROUPS: Does the agency demonstrate an ability to work with state and local agencies and volunteer groups on special projects? (Ref. para 15.10).	1 2 3 4 5	2	
NEW APPROACHES: Can the agency create new, break-the – paradigm ideas to assist with informing the public about a major roadway project? (Ref para 15.1 and 15.10)	1 2 3 4 5	3	
GRAND TOTAL			

ATTACHMENT D

EVALUATION MATRIX PRESENTATIONS (PHASE THREE)
 (FOR INFORMATIONAL PURPOSES ONLY)

LEVEL OF ABILITY OF THE AGENCY:

FACTOR	SCORE	WEIGHT	POINTS
Creative Planning and Production: Does the agency demonstrate that it has the capability to generate exciting, attention-getting ads and commercials?	1 2 3 4 5 6 7 8 9 10	5	
PUBLIC RELATIONS PLANNING AND IMPLEMENTATION: Does the agency demonstrate an ability to develop and execute special events and campaigns beyond purchased advertising?	1 2 3 4 5 6 7 8 9 10	2	
EXPERIENCE OF THE AGENCY: Rate the agency's prior experience with programs and campaigns of a similar nature.	1 2 3 4 5 6 7 8 9 10	2	
ABILITY TO WORK WITH OTHER GROUPS: Does the agency demonstrate the ability to work with state and local agencies and volunteer groups on special projects?	1 2 3 4 5 6 7 8 9 10	2	
ABILITY TO BE BOLD THINKERS: Will the agency create new, out of the ordinary approaches to public information awareness?	1 2 3 4 5 6 7 8 9 10	2	
TOTAL OF POINTS			

**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 Texas Building and Procurement Commission (TBPC) as contained in TBPC 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 response 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.
- 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 solicitations, only the names of respondents will be announced. Prices will not be disclosed.

* This Revision Supersedes Previous Revision, Revised: July 2002.

- 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 unless otherwise stated. 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:

Tie-Bid Preferences

- ◆ 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 produced at facilities located on formerly contaminated property
- ◆ Products and services from economically depressed or blighted areas

Source Preference

- ◆ Products of persons with mental or physical disabilities

Specification Preferences

- ◆ 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. 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.
 - 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. Under Section 669.003 of the Texas Government Code, 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.

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.
 - 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 TBPC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, provide the names and Social Security Numbers on the face of the solicitation response.
 - 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. 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 Texas Building and Procurement Commission's (TBPC) 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/insdtdot/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 TBPC. 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. **DAMAGE CLAIMS:** 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.
18. **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 up to two additional periods of time, or as otherwise stated in the solicitation, provided both parties agree in writing to do so prior to the expiration of the purchase order. A purchase order in its final renewal period may be further extended for a period up to 90 days at the option of TxDOT. 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.
 - 7.2. **ACCIDENT INSURANCE:** This is acceptable, in lieu of Workers' Compensation Insurance, for services that are NOT provided on the highway right of way, and are NOT building or construction services. The successful bidder shall notify the purchaser responsible for the procurement to use this type of insurance and request the appropriate Form 1950. Required coverage shall be inclusive of the following:
 - \$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; and
 - \$500 for maximum weekly benefit.
 - 7.3. **COMMERCIAL GENERAL LIABILITY INSURANCE:** Bodily Injury/Property Damage each occurrence and in the aggregate:
 - 7.3.1. \$325,000 **OR**
 - 7.3.2. \$150,000

7.4. TEXAS BUSINESS AUTOMOBILE POLICY

- | | |
|--------------------------------|--|
| 7.4.1. Amounts – Bodily Injury | \$100,000 each person
\$300,000 each occurrence |
| 7.4.2. Property Damage | \$ 25,000 each occurrence |

8. **MINIMUM WAGE RATE REQUIREMENTS:** (Applies only for services performed on the highway right of way)
Notwithstanding any other provision of the order, the vendor hereby covenants and agrees that the vendor and its subcontractors shall pay to each of their employees and contract labor engaged in any way in work hereunder, a wage not less than what is generally known as the Federal Minimum Wage as set out in 29 U.S.C., Paragraph 206, and any amendments thereto. Furthermore, the vendor shall produce proof of compliance with this provision by the vendor and its subcontractors to the state. TxDOT will withhold payments due to the vendor until the vendor has complied with this provision.

Prior to any payment being made for work satisfactorily completed and accepted, the vendor shall submit a Wage Rate Affidavit (on TxDOT's standard Wage Rate Affidavit Form) with the billing document, affirming that all employees and contract labor have been paid not less than the Federal Minimum Wage as set forth in 29 U.S.C., Paragraph 206, and any amendments thereto. The vendor shall keep a copy of each payroll showing the name, number of hours worked each day, and wage rate paid each employee and contract laborer together with a complete record of all deductions made from such wages. These payroll records shall be available for inspection at all reasonable hours of the normal workday by any authorized representative of the state.

PART III

CATALOGUE PURCHASE SPECIFIC TERMS AND CONDITIONS

1. **GENERAL:** The following terms and conditions apply to solicitations advertised under the Qualified Information Systems Vendor (QISV) Catalogue Purchasing Program governed by TGC, Title 10, Subtitle D, Section 2157 and TBPC rule 1TAC 113.19. These terms and conditions supersede those in the QISV catalogue and are in addition to those in Part I and Part II as applicable.

1.1. DEFINITIONS

- 1.1.1. **Request for Offer (RFO):** This term is used to identify a solicitation issued to a QISV in order to obtain an offer and facilitate negotiations for prices, terms and conditions through the catalogue purchasing program.
- 1.1.2. **Qualified Information Systems Vendor (QISV):** A vendor that has been approved and qualified to sell automated information systems type products and/or services to eligible entities in the state of Texas.
- 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 date TxDOT awards a purchase order. Vendors may check their status with the TBPC by calling 512-463-5315 or at <http://www.gsc.state.tx.us/ecat/index.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."



HUB SUBCONTRACTING PLAN SUBMISSION

TO ALL RESPONDENTS: You must return the correct HUB Subcontracting Plan forms with your solicitation document!! Failure to complete these forms shall result in your response being rejected. Please follow the instructions below.

HUB PLAN FORM(S) SUBMISSION OPTIONS

Respondent Plans to Subcontract with HUB-S:

- Complete and submit Part 1 – HUB-S
- Complete and submit Part 2 – HUB-S – LOI
- Write “Not Applicable” across the face of Part 3a-DGFE and 3b – SOI and submit with response.

Respondent Plans to Subcontract but not with HUB-S:

- Complete and submit Part 3a – DFGE
- Write “Not Applicable” across the face of Part 1 – HUB-S; Part 2 – HUB-LOI; Part 3b – SOI and submit with response.

Respondent does not plan to Subcontract at all:

- Complete and submit Part 3b – SOI
- Write “Not Applicable” across the face of Part 1 – HUB-S; Part 2 – HUB-LOI; Part 3a-DFGE and submit with response.

If you have any questions, please contact the purchaser listed on the solicitation.



HUB SUBCONTRACTING PLAN

Policy on Utilization of Historically Underutilized Businesses (HUBs)

In accordance with the Texas Government Code, Sections 2161.181-182 and Section 111.11 of the Texas Administrative Code (TAC), state agencies shall make a good faith effort to utilize Historically Underutilized Businesses (HUBs) in contracts for construction, commodities, and services, including professional and consulting services contracts. The General Services Commission's (GSC) HUB Rules, 1 TAC 111.11-111.28 encourage the use of HUBs by implementing these policies through race, ethnic, and gender-neutral means.

The purpose of the HUB program is to promote full and equal business opportunities for all businesses in state contracting in accordance with the goals specified in the State of Texas Disparity Study. Each state agency shall make a good faith effort to meet or exceed the goals identified below to assist HUBs in receiving a portion of the total contract value of all contracts that the agency expects to award in a fiscal year in accordance with the following procurement goals/percentages:

- (1) 11.9% for heavy construction other than building contracts**
- (2) 26.1% for all building construction, including general contractors and operative builders' contracts**
- (3) 57.2% for all special trade construction contracts**
- (4) 20% for professional services contracts**
- (5) 33% for all other services contracts**
- (6) 12.6% for commodities contracts**

It is the policy of TxDOT to achieve the annual program goals by contracting directly with HUBs or indirectly through subcontracting opportunities in accordance with the General Services Commission HUB Rules, 1 TAC Section 111.14.

HUB SUBCONTRACTING PLAN (HSP)

In accordance with the Texas Government Code, Chapter 2161, Subchapter F, each state agency that considers entering into a contract with an expected value of \$100,000 or more shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine if subcontracting opportunities are probable under the contract.

If subcontracting opportunities are probable, the agency will state such probability and require submission of a HUB Subcontracting Plan (HSP) with its bids, proposals, offers, or other applicable expressions of interest. The HUB Subcontracting Plan, acceptable to the agency, will become a provision of the contract.

If the potential contractor/vendor response does not include or does not complete the HUB subcontracting plan (HSP), the potential contractor/vendor offer will be considered non-responsive and will be rejected. The TxDOT determination is shown on the solicitation document. The HSP consists of this form and the following attachments:

1. The Historically Underutilized Business Solicitation (**HUB-S**), **Part 1**, identifying all subcontractors that were solicited regarding this contract; **and**
2. Historically Underutilized Business Letter of Intent (**HUB-LOI**), **Part 2**, identifying the certified HUBs that will be utilized for subcontracting opportunities, the expected percentage of work to be subcontracted, and the approximate dollar value of that percentage of work; **or**
Note: Upon request by TxDOT, the contractor/vendor shall submit a copy of the written notice of solicitation advertising the subcontracting opportunities to the potential subcontractors.
3. Determination of Good Faith Effort (**DGFE**), **Part 3a**, identifying the good faith effort made by potential contractor/vendor in cases where the potential contractor/vendor is planning to subcontract a portion of the contract, but not utilize certified HUBs; **or**

Statement of Intent (**SOI**), **Part 3b**, attesting that the potential contractor/vendor has demonstrated its good faith effort to the agency and can perform the subcontracting opportunities identified by the agency with its employees and resources.

NOTE: A complete list of all GSC certified HUBs may be electronically accessed through the Internet at <http://www.gsc.state.tx.us/cmb/cmbhub.html>.

To obtain HUB credit, TxDOT must report its HUB subcontracting expenditures to the GSC. Any contractor/vendor that seeks to satisfy the good faith effort requirement shall report to TxDOT the volume of work performed under the contract, the portion of the work that was performed with its employees, non-HUB contractors/vendors, and other HUB contractors/vendors.

GOOD FAITH EFFORT COMPLIANCE

Therefore, if TxDOT makes an award, the contractor/vendor will provide the following documents to TxDOT on a **monthly or quarterly** basis as stipulated in the purchase order:

- (4) Historically Underutilized Business Progress Assessment Report (**HUB-PAR-A**), documentation of work subcontracted with Non-HUBs in accordance with the HUB Subcontracting Plan; **or**
- (5) **Non-Historically Underutilized Business Progress Assessment Report (NON-HUB-PAR), documentation of work subcontracted with HUBs in accordance with the HUB Subcontracting Plan;**
- (6) Prime Contractor Non-Subcontractors Progress Affidavit (**NON-SUB-AFF**), affirms that NO subcontractors have been used on the contract in accordance with the HUB Subcontracting Plan. If subcontractors have been used, the contractor/vendor should identify all subcontractors used in the contract.

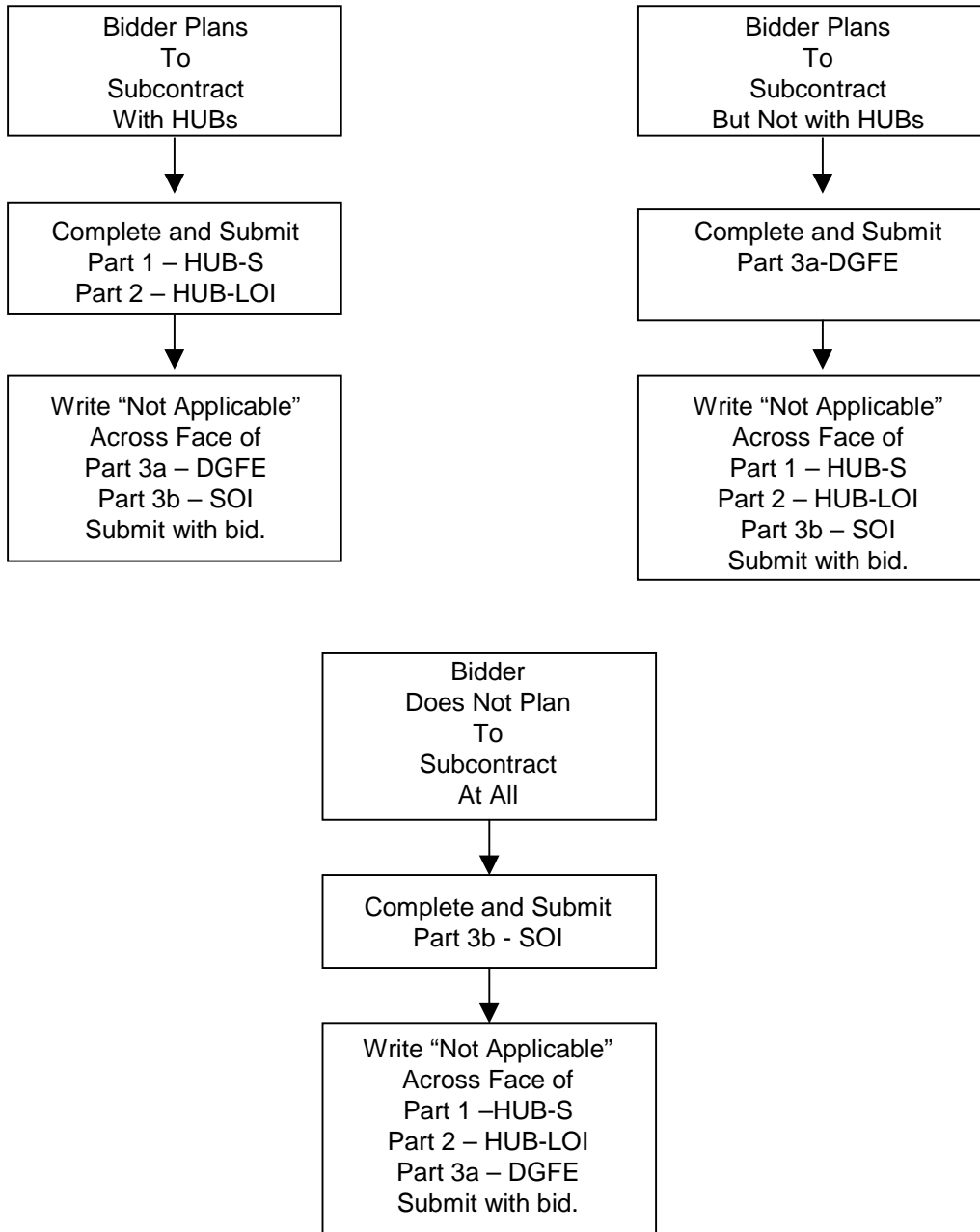
All required forms must be submitted to TxDOT in accordance with the contract specification and with the potential contractor's/vendor's bid, proposal, offer, or other applicable expression of interest. Failure to do so will cause disqualification of the bid from consideration for award.

TxDOT may request payment documentation in accordance with the GSC HUB Rules, and the HUB Subcontracting Plan that confirms the performance of the contractor/vendor.

During the course of the contract, TxDOT shall discuss the good faith effort compliance of the contractor/vendor and document the contractor's/vendor's compliance in the contract file. TxDOT shall audit the contractor/vendor compliance with the HUB Subcontracting Plan. TxDOT shall give the contractor/vendor an opportunity to submit documentation and explain to the state agency why failure to fulfill the HUB subcontracting plan should not be attributed to a lack of good faith effort by the contractor/vendor. Any deficiencies will be identified by TxDOT and must be rectified prior to the next reporting period.



HUB SUBCONTRACTING PLAN INSTRUCTIONS



Do Not Submit This Page with Bid.



HUB SUBCONTRACTING PLAN

PART 1 SOLICITATION OF HUB SUBCONTRACTORS (HUB-S)

**PART 1- must be completed as part of the HUB Subcontracting Plan when the contractor/
vendor plans to subcontract any part of the work with HUBs.**

Contractor/Vendor Name: _____ Vendor Identification Number: _____

Address: _____ Bid Number: _____

Phone: _____ - _____ - _____ Contact Name: _____

Are you certified as a Texas HUB? Yes No

If Yes, please provide your GSC VID/Certificate Number above.

Specific Subcontract Solicited: _____

Contractor's Estimate of Approximate Dollar Value of Advertised Subcontract: _____

Date of Solicitation Letter: _____

*** Identify each HUB to which a notice of solicitation was given.**

1. Name of HUB Subcontractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Owner: _____

If GSC certified enter Vendor Identification Number: _____ If not GSC certified please complete the following information:

Black American Male Female Native American Male Female Woman
 Hispanic American Male Female Asian Pacific American Male Female

2. Name of HUB Subcontractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Owner: _____

If GSC certified enter Vendor Identification Number: _____ If not GSC certified please complete the following information:

Black American Male Female Native American Male Female Woman
 Hispanic American Male Female Asian Pacific American Male Female

3. Name of HUB Subcontractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Owner: _____

If GSC certified enter Vendor Identification Number: _____ If not GSC certified please complete the following information:

Black American Male Female Native American Male Female Woman
 Hispanic American Male Female Asian Pacific American Male Female

HUB SUBCONTRACTING PLAN

PART 1 SOLICITATION OF HUB SUBCONTRACTORS (HUB-S) Continuation sheet

4. Name of HUB Subcontractor/Supplier: _____
Address: _____
Phone: _____ - _____ - _____ Owner: _____

If GSC certified enter Vendor Identification Number: _____ If not GSC certified please complete the following information:

Black American Male Female Native American Male Female Woman
 Hispanic American Male Female Asian Pacific American Male Female

5. Name of HUB Subcontractor/Supplier: _____
Address: _____
Phone: _____ - _____ - _____ Owner: _____

If GSC certified enter Vendor Identification Number: _____ If not GSC certified please complete the following information:

Black American Male Female Native American Male Female Woman
 Hispanic American Male Female Asian Pacific American Male Female

6. Name of HUB Subcontractor/Supplier: _____
Address: _____
Phone: _____ - _____ - _____ Owner: _____

If GSC certified enter Vendor Identification Number: _____ If not GSC certified please complete the following information:

Black American Male Female Native American Male Female Woman
 Hispanic American Male Female Asian Pacific American Male Female

7. Name of HUB Subcontractor/Supplier: _____
Address: _____
Phone: _____ - _____ - _____ Owner: _____

If GSC certified enter Vendor Identification Number: _____ If not GSC certified please complete the following information:

Black American Male Female Native American Male Female Woman
 Hispanic American Male Female Asian Pacific American Male Female

8. Name of HUB Subcontractor/Supplier: _____
Address: _____
Phone: _____ - _____ - _____ Owner: _____

If GSC certified enter Vendor Identification Number: _____ If not GSC certified please complete the following information:

Black American Male Female Native American Male Female Woman
 Hispanic American Male Female Asian Pacific American Male Female



HUB SUBCONTRACTING PLAN

PART 2 LETTER OF INTENT (HUB-LOI)

PART 2- must be completed as part of the HUB Subcontracting Plan when the contractor/vendor plans to contract any part of work with HUBs. USE THIS FORM TO IDENTIFY HUB SUBCONTRACTORS SELECTED FOR WORK ON THE CONTRACT.

PLEASE SUBMIT A SEPARATE FORM FOR EACH HUB SUBCONTRACTOR/SUPPLIER.

Bidder: _____ Vendor Identification Number: _____

Address: _____ Bid Number: _____

Phone: _____ - _____ - _____ Contract Amount _____

Description of commodities/specifications: _____

Time period covered: _____

Name of HUB Subcontractor/Supplier: _____

Address: _____

Phone: _____ - _____ - _____ Proposed Contract Amount: _____

Dollar amount of contract with HUB subcontractor/supplier: \$ _____

Percentage amount of contract with HUB subcontractor/supplier: % _____

Description of materials provided or services performed under agreement with HUB for amount indicated above:



HUB SUBCONTRACTING PLAN

PART 3A DETERMINATION OF GOOD FAITH EFFORT (DGFE)

PART 3A- must be completed as part of the HUB Subcontracting Plan when the contractor/vendor identifies subcontracting opportunities and HUBs are not utilized.

Contractor Vendor Name: _____ Vendor Identification Number: _____

Address: _____ Bid Number : _____

Phone: _____ - _____ - _____ Contract Amount: _____

In making a determination whether a good faith effort has been made in development of the HUB Subcontracting Plan, TxDOT shall require the potential contractor/vendor to submit supporting documentation explaining in what ways the potential contractor/vendor has made a good faith effort regarding, but not limited to, the following:

1. Whether the potential contractor/vendor divided the contract work into reasonable portions in accordance with prudent industry practices;
2. Whether the potential contractor/vendor sent notices containing adequate information about bonding and insurance, the plans, the specifications, scope of work, and other requirements of the contract to three or more qualified HUBs, allowing reasonable time for HUBs to participate effectively;
3. Whether the potential contractor/vendor negotiated in good faith with qualified HUBs, not rejecting qualified HUBs who were the best value responsive bidder;
4. Whether the potential contractor/vendor documented reasons for rejection or met with the rejected HUB to discuss the rejection;
5. Whether the potential contractor/vendor advertised the subcontracting opportunities in general circulation, trade association, and/or minority/women focused media; and
6. Whether the potential contractor/vendor assisted non-certified HUBs to become certified.

NOTE: TxDOT will review the supporting documentation submitted to determine if a good faith effort was made in accordance with applicable TAC rules and the contract specifications. If TxDOT determines that the potential contractor/vendor did not make a good faith effort, TxDOT shall reject the bid or other response as non-responsive to the advertised specifications. The reasons for rejection will be recorded in the procurement file.



HUB SUBCONTRACTING PLAN

PART 3B STATEMENT OF INTENT (SOI)

PART 3B- must be completed and submitted as part of the HUB Subcontracting Plan when the contractor/vendor plans to complete all work with its employees and resources.

If the potential contractor/vendor intends to perform the subcontracting opportunities identified by TxDOT with its employees and resources, the HUB Subcontracting plan must attest to this fact by completion of the Statement of Intent below.

If the selected contractor/vendor decides to subcontract any part of the contract after the award the contractor/vendor must, as a provision of the contract, comply with provisions of the TAC, Section 111.14, prior to any modifications or performance in the awarded contract involving subcontracting.

If the contractor/vendor subcontracts any of the work without prior authorization and without complying with contract specifications or HUB Subcontracting Plan, the contractor/vendor shall be found to have breached the contract. The contractor/vendor also is subject to any remedial actions provided by Chapter 2161 of the Texas Government Code and TAC, Section 111.14.

Agencies also may report non-performance relative to its contracts to the General Services Commission in accordance with the General Services Commission's disciplinary rules.

By completing the following Statement of Intent, the potential contractor/vendor HUB Subcontracting Plan is considered responsive, qualified and/or valid:

STATEMENT OF INTENT:

I _____, an authorized representative of _____ company have reviewed the purchase solicitations, and have determined that the entire work of the contract will be completed with _____ company's own employees and internal resources without subcontracting any portion of the contract.

I hereby agree to act in good faith and understand that if my company is awarded the contract, that as a provision of this contract, I agree to complete all subcontracting opportunities identified by TxDOT with my company's resources; and to report information to TxDOT regarding my performance of the contract as specified.

If circumstances beyond my control necessitate the use of any subcontractors, I agree to seek the timely authorization of TxDOT and adhere to the provisions of TAC, Section 111.14 (relating to the submission of HUB Subcontracting Plan documents as identified in Parts 1-6). I also agree and understand that if I fail to comply with this Statement of Intent, I will be in breach of the performance of the contract.

Printed Name of Contractor Vendor

Signature of Contractor Vendor

Date: _____

**HUB SUBCONTRACTING PLAN
DOCUMENTS TO BE UTILIZED AFTER
THE AWARD OF A CONTRACT**



**HUB PRIME CONTRACTOR HISTORICALLY UNDERUTILIZED BUSINESS
 PROGRESS ASSESSMENT REPORT (HUB-PAR-A)
 DOCUMENTATION OF WORK SUBCONTRACTED WITH NON-HUBs**

**HUB-PAR-A must be completed as a provision of the contract
 after the contract has been awarded to be compliant with the
 HUB Subcontracting Plan.**

Date of Award: _____ Object Code (agency use): _____ PO Number: _____

HUB Contractor Name: _____

HUB Contractor/Vendor Identification Number (VID Number): _____

Total Contract Amount Paid this Period to HUB Contractor: _____

Note: When the prime contractor/vendor is a HUB, it must perform at least 25% of the total value of the contract with its own or leased employees as defined by the Internal Revenue Service in order for the agency to receive 100% HUB credit for the entire contract. The HUB prime contractor/vendor may subcontract up to 75% of the contract with HUBs or non-HUB subcontractors.

If a HUB prime contractor/vendor HUB Subcontracting Plan identifies that it is planning to perform less than 25% of the total value of the contract with its employees, the HUB contractor/vendor must report to the agency the value of the portion of the contract that was actually performed by the HUB prime contractor/vendor and its HUB subcontractors. If the HUB contractor/vendor does not report the HUB subcontracting, it would result in double reporting of HUB dollars.

Document NON-HUB Subcontractor Information below:

NON-HUB Subcontractor/Supplier Name	Total \$ Amount Paid This Period to NON-HUB Subcontractor	Total Contract \$ Amount Paid to Date to NON-HUB Subcontractor	Percent of Contract \$ Amount Subcontracted to NON-HUB Subcontractor
TOTAL	0.00	0.00	0.00

Signature: _____ **Title:** _____

Date: _____

Report to be filed with TxDOT Business Opportunity Office, monthly or quarterly according to the dates below. Please identify the month or quarter being reported:

Identify Month/Quarter below:

First (Sep., Oct., Nov.) _____

Second (Dec., Jan., Feb.) _____

Third (Mar., Apr., May) _____

Fourth (Jun., Jul., Aug.) _____



Prime Contractor Non-Subcontracting Progress Affidavit (NON-SUB-AFF)

NON-SUB-AFF-document completed as a provision of the contract after the contract has been awarded to be compliant with the HUB Subcontracting Plan.

In accordance with the HUB Subcontracting Plan, I _____, an authorized Representative of _____ company certify that during this reporting period, NO Subcontractors have been used on this contract.

Printed Name of Contractor/Vendor
Signature of Contractor/Vendor

Subscribed and sworn before me, the undersigned notary public, on this ____ day of _____, (yr.)____.

(Notary Public Seal)

Notary Public: _____

My commission expires: _____

OR

If contractors have been used, I agree to identify all subcontractors in the form below.

Subcontractor/Supplier Name	GSC VID/Certificate Number for Subcontractor	Object Code (agency use only)	Total \$ Amount Paid This Period to Subcontractor	Total Contract \$ Amount Paid to Date
TOTAL REPORTED			\$	\$

Signature: _____ Title: _____

Date: _____

Form to be reported monthly or quarterly according to the dates below to the Business Opportunities Programs Section. Please identify the month or quarter being reported:

Identify Month/Quarter below:

First (Sep., Oct., Nov.) _____ _____
 Second (Dec., Jan., Feb.) _____ _____
 Third (Mar., Apr., May) _____ _____
 Fourth (Jun., Jul., Aug.) _____ _____



**NON-HISTORICALLY UNDERUTILIZED BUSINESS AS PRIME CONTRACTOR
 PROGRESS ASSESSMENT REPORT (NON-HUB-PAR)
 DOCUMENTATION OF WORK SUBCONTRACTED WITH HUBs**

NON-HUB-PAR-must be completed as a provision of the contract after the contract has been awarded to be compliant with the HUB Subcontracting Plan.

Date of Award: _____ P.O. Number: _____ Object Code (agency use): _____

NON-HUB Contractor Name: _____

NON-HUB Contractor/Vendor Identification Number (VID Number): _____

Total Contract Amount Paid this Period to NON-HUB Contractor: _____

Document HUB Subcontractor Information below: _____

HUB Subcontractor/Supplier Name	GSC VID/Certificate Number for HUB Subcontractor	Object Code (agency use only)	Total Contract \$ Amount from LOI with HUB Subcontractor	Total \$ Amount Paid This Period to HUB Subcontractor	Total Contract \$ Amount Paid to Date
TOTAL REPORTED			\$	\$	\$

Signature: _____ **Title:** _____

Date: _____

Report to be filed with the TxDOT Business Opportunity Office, monthly or quarterly according to the dates below. Please identify the month or quarter being reported:

Identify Month/Quarter below:

First (Sep., Oct., Nov.) _____

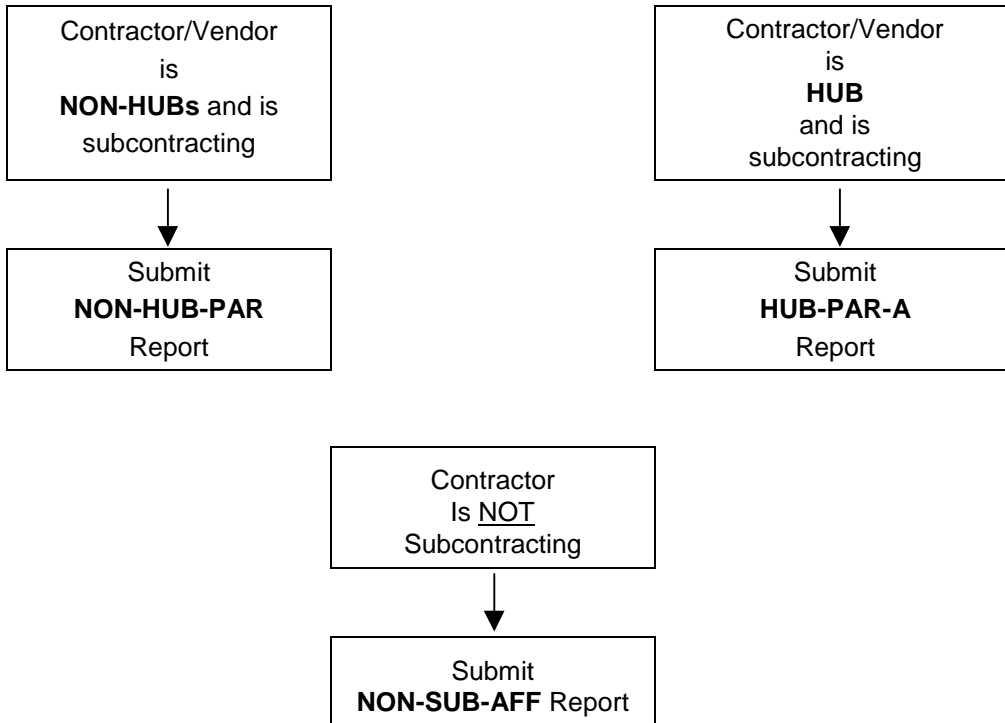
Second (Dec., Jan., Feb.) _____

Third (Mar., Apr., May) _____

Fourth (Jun., Jul., Aug.) _____



NON-HUB SUBCONTRACTING PLAN REPORTING INSTRUCTIONS





NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

Form 20.102 (Rev. 7/98) (Electronic version GSD-EPC Word 97) Page 1 of 2

CERTIFICATE OF INSURANCE

B152002042375000 JRC

The named contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: the Texas Department of Transportation as an Additional Insured for coverages 3 and 4, and a Waiver of Subrogation in favor of the same department under coverages 2, 3 and 4. Only certificates of insurance published by this department are acceptable as proof of insurance. Commercial carriers' certificates are unacceptable.

SECTION I - IDENTIFICATION DATA

1.1 Insured Contractor's Name
1.2 Street/Mailing Address
1.3 City 1.4 State 1.5 Zip
1.6. Phone Number Area Code () - Ext.

SECTION II - TYPE OF INSURANCE

Table with 5 columns: Type, Policy Number, Effective Date, Expiration Date, Limits of Liability Not Less Than. Rows include WORKERS' COMPENSATION, COMMERCIAL GENERAL LIABILITY, TEXAS BUSINESS AUTOMOBILE POLICY, and UMBRELLA POLICY.

SECTION III - CERTIFICATION

This Certificate of Insurance neither affirmatively or 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 his/her company has sent written notices by certified mail to the contractor and the Texas Department of Transportation. THIS IS TO CERTIFY to the Texas Department of Transportation, acting on behalf of the State of Texas, that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance 7.1 Name of Authorized Agent
6.2 Company Address 7.2 Agent's Address
6.3 City 6.4 State 6.5 Zip 7.3 City 7.4 State 7.5 Zip
7.6 Authorized Agent's Phone No. Original Signature of Authorized Agent
Area Code () - Ext. Date

Certificate of Insurance Requirements:

Only the TxDOT's certificate of insurance forms are acceptable as proof of insurance.

The named insured on the certificate and the name of the contractor, as it appears on the contract with the 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 C.O.I. 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 apply to **Workers' Compensation** coverage:

- If a contractor has *any* employees, in addition to himself/herself, then the contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance and/or ACCIDENT INSURANCE may not be substituted for WORKERS' COMPENSATION insurance.

Commercial General Liability insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

Bodily Injury	— \$300,000 each occurrence
Property Damage	— \$ 25,000 each occurrence
	\$ 25,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

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

The coverage amount for a TEXAS BUSINESS AUTOMOBILE POLICY or Comprehensive Automobile Liability may be shown as a minimum of \$325,000 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 must be original in ink; stamped/typed/printed signatures are unacceptable.

This form may be reproduced. Any color paper is acceptable.

The certificate of insurance, once on file with the department, is good for subsequent contracts *provided* adequate coverage is still in effect. With an original on file, other TxDOT offices will accept copies.