



TEXAS DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES DIVISION

REQUEST FOR PROPOSAL
GENERAL TERMS AND CONDITIONS

ITEMS BELOW APPLY TO AND BECOME A PART OF THE PROPOSAL. ANY EXCEPTIONS SHALL BE SUBMITTED IN WRITING.

1. PROPOSAL REQUIREMENTS:

- 1.1. Proposers shall comply with all rules, regulations and statutes relating to purchasing in the State of Texas in addition to the requirements of this form.
- 1.2. Proposers shall quote price for item(s) or service(s) requested. Unit prices shall govern in the event of extension errors.
- 1.3. Proposals shall be delivered to TxDOT on or before the hour and date specified in the Request for Proposal (RFP).
- 1.4. Late proposals will not be considered under any circumstances.
- 1.5. Any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable proposal for a period of 90 days from RFP closing date. "Discount from list" proposals are not acceptable unless requested. Cash discounts proposed will be taken if earned.
- 1.6. Quote prices F.O.B. destination. Otherwise, show exact delivery cost and terms.
- 1.7. Proposal shall include Payee Identification Number (PIN), full firm name and address of proposer. Additionally, firm name shall appear on each continuation page of proposal. Failure to manually sign proposal will disqualify it. The person signing the proposal should show title or authority to bind his/her firm in contract. The PIN is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. Enter this number in the spaces provided on the Execution of Order. If the PIN is not known, complete the following:
 - 1.7.1. Federal Employer's Identification Number: _____, **or**
 - 1.7.2. Sole owner shall enter Social Security Number: _____
- 1.8. Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in proposal. Excise Tax Exemption Certificates are available upon request.
- 1.9. Consistent and continued tie proposals may cause rejection of proposals and/or investigation for antitrust violations.
- 1.10. The telephone number for fax submission of proposals is (512) 416-3482. This is the only number that will be used for the receipt of proposals. TxDOT will not be responsible for failure of electronic equipment or operator error. Late, illegible, incomplete, or otherwise non-responsive proposals will not be considered.

2. CONDITIONS:

- 2.1. Catalogs, brand names or manufacturer's references are descriptive only, and indicate type and quality desired. Proposals for brands of like nature and quality will be considered unless otherwise stated. If proposing other than referenced brand or trade name, proposal should show manufacturer and description of product. If other than brand(s) specified is proposed, illustrations and complete description of product proposed are requested to be part of the proposal. Failure to take exception to specifications or reference data will require proposer to furnish specified brand names, numbers, etc.
- 2.2. Unless otherwise specified, items proposed shall be new and unused.
- 2.3. All electrical items shall meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 2.4. Samples, when requested, shall be furnished free of expense to the State. If not destroyed in examination, they will be returned to the proposer, upon request, at proposer's expense. Each sample should be marked with proposer's name and address, and RFP number. Do not enclose in or attach proposal to sample.
- 2.5. TxDOT will not be bound by any oral statement or representation, contrary to the written specifications of the RFP. 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. Manufacturers standard warranty shall apply unless otherwise stated in the RFP.

3. DELIVERY:

- 3.1. Show number of days required to place material in TxDOT's designated location under normal conditions. Failure to state delivery time obligates vendor to delivery in 14 calendar days. Unrealistic delivery promises may cause proposal to be disregarded.
- 3.2. If delay is foreseen, vendor shall give written notice to TxDOT. 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 supplies elsewhere and charge full increase, if any, in cost and handling to defaulting vendor.
- 3.3. No substitutions permitted without written approval of TxDOT.
- 3.4. Delivery shall be made during normal working hours only, unless prior approval has been obtained from TxDOT.

4. INSPECTION AND TESTS: All goods are subject to inspection and test by TxDOT. Authorized TxDOT personnel shall have access to supplier's place of business for the purpose of inspection. Tests shall be performed on samples submitted with the proposal or on samples taken from regular shipment. All costs shall be borne by the proposer in the event products tested fail to meet or exceed all conditions and requirements of the specification. Goods 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 expense. Latent defects may result in revocation of acceptance.

5. AWARD OF CONTRACT: A response to this RFP is a proposal to contract based upon the terms, conditions and specifications contained herein. Proposals do not become contracts until they are accepted through a purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas.

- 6. **PAYMENT:** Vendor shall submit two copies of an itemized invoice showing purchase order number and requisition 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 an uncontested invoice.
- 7. **PATENTS OR COPYRIGHTS:** The vendor agrees to protect TxDOT from claims involving infringement of patents or copyrights.
- 8. **VENDOR ASSIGNMENTS:** Vendor hereby assigns to TxDOT any and all claims for overcharges associated with this contract arising under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, et deq. (1967). Inquiries pertaining to RFPs shall give proposal number and closing date.
- 9. **PROPOSER AFFIRMATION:** Signing this proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts. By signature of the proposer, the proposer hereby certifies that:
 - 9.1 The proposer has not given, proposed 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 proposal.
 - 9.2 The proposer is not currently delinquent in the payment of any franchise tax owed the State of Texas.
 - 9.3 Neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this State, or the Federal Antitrust Laws (see Section 8 above), nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
 - 9.4 The proposer has not received compensation for participation in the preparation of the specifications for this RFP.
 - 9.5 Under Section 231.006, Family Code (relating to child support), the proposer certifies that the individual or business entity named in this proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
 - 9.6 Proposer shall include names and social security numbers of each person with at least 25 percent ownership of the business entity submitting the proposal. Proposers 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

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Enter name above and social security number below

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Enter name above and social security number below

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Enter name above and social security number below

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- 9.7 Proposer 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.
- 10. **NOTE TO PROPOSERS:** Any terms and conditions attached to the proposal will not be considered unless specifically referred to within the RFP.
- 11. **DISPUTE RESOLUTION:** The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by TxDOT and the contractor to attempt to resolve all disputes arising under this contract.
- 12. **CANCELLATION:** This Purchase is subject to cancellation, either in whole or in part, if funds are not appropriated by the Texas Legislature, or otherwise made available.