

TEXAS DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES DIVISION

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SPECIFICATION NO.
TXDOT 966-62-65
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PRINTING OF THE TEXAS HIGHWAYS MAGAZINE WALL CALENDAR

PUBLICATION

This specification is a product of the Texas Department of Transportation (TxDOT). It is the practice of TxDOT to support other entities by making this specification available through the National Institute of Governmental Purchasing (NIGP). This specification may not be sold for profit or monetary gain. If this specification is altered in any way, the header, and any and all references to TxDOT must be removed. TxDOT does not assume nor accept any liability when this specification is used in the procurement process by any other entity.

PART I
GENERAL CLAUSES AND CONDITIONS

1. 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, TxDOT need, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.
2. CLEAN AIR ACT: TxDOT will not accept the use of any Class I or Class II substances in the manufacture of goods for the purchase order by the vendor or any subcontractor.
 - 2.1. Bidder shall review the federal Clean Air Act regarding ozone-depleting substances as defined by the act. No such substances shall be used in the printing and manufacturing of the wall calendars. Bidders shall sign, date and return the attached List of Controlled Ozone Depleting Substances (ODSs) with their bid or bid may be disqualified.

PART II
SPECIFICATIONS

1. SCOPE: This specification describes labor and materials to produce a wall calendar and insert for *Texas Highways* magazine. Shrink-wrap, stiffeners, and other services such as shipping shall be provided as described below.

Bidders responding to the Invitation for Bid (IFB) shall be individuals, firms, corporations, or their subcontractors regularly engaged in the business of producing high quality color printing. The bidder shall document its capabilities in all phases of the printing arts.
2. DEFINITIONS: The following definitions shall apply.
 - 2.1. Magazine: *Texas Highways* Magazine
 - 2.2. Manager: Marketing Manager for *Texas Highways* magazine or appointed representative.
 - 2.3. TxDOT: Texas Department of Transportation.
3. COPIES OF THE IFB: The bidder shall submit a minimum of three copies of the IFB (i.e., signed original copy and two reproduced copies).
4. PRICES: Prices shall be firm for the duration of the purchase order, except for paper costs.
5. BID AWARD: The award will be made on an all or none basis (Basis for Award Formula, Part V). The purchase order will be issued referencing these specifications and attachments along with the vendor's response to the IFB, which will all become a part of the purchase order.

6. INCOMPLETE BIDS: Bids are required on all items, unless otherwise indicated. Incomplete bids will be rejected.
7. BIDDER REQUIREMENTS: Bidder should complete and submit the following as part of the bid response. Failure to provide the required items, either with the bid or within five working days if requested, will be cause for rejection.
 - 7.1. Provide a minimum of three references for whom the bidder has performed similar work. References may be checked prior to award and any negative response may result in disqualification of the bid (see References, Part VI).

- 7.2. Provide a minimum of three different printed samples, including samples from each press that will be used in printing. Samples shall be identified as to bidder, press description, plant location, paper grades, and any other applicable specifications. The samples shall be provided at no expense to TxDOT. If not destroyed by testing, samples will be returned at bidder's request and expense. If no instructions are received for their return, TxDOT will dispose of samples.
- 7.3. Provide a minimum of three samples of saddlestitched items at least one of which shall be a shrink-wrapped calendar. The samples shall be provided at no expense to TxDOT. If not destroyed by testing, samples will be returned at bidder's request and expense. If no instructions are received for their return, TxDOT will dispose of samples.
- 7.4. Paper prices from source of supply for the first printing that is scheduled for May 2000. (See Part IV, Para. 7).
- 7.5. The size, make, and model of all printing presses on which the job shall be printed (See Part IV, Para. 8).
- 7.6. If the bid is based on paper other than that specified (See Part III, Para. 2), comparative data of substituted paper will be evaluated by TxDOT as to smoothness, brightness, opacity, whiteness, foldability, ink holdout and paper surface efficiency. The bidder shall submit all the above information for the substitute paper, as well as the paper manufacturer's name and mill location. The bidder shall submit a minimum of two unprinted sheets of the paper and a minimum of three printed samples.
8. TERM OF THE PURCHASE ORDER: Shall be as specified on the IFB.
 - 8.1. The purchase order may be extended for up to an additional 24 months providing that both parties agree in writing prior to the expiration date. The extension shall be for the same terms and conditions and pricing except for paper adjustments allowed under Part II, Para. 11.
9. CANCELLATION AUTHORIZATION
 - 9.1. Any purchase order resulting from this bid is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature or otherwise made available to TxDOT.
 - 9.2. TxDOT reserves the right to cancel this purchase order, in whole or in part, at any time. The purchase order may be canceled without penalty upon 30 days written notice from TxDOT.
 - 9.3. The purchase order may be cancelled, in whole or in part, 180 calendar days after written request has been received and approved by TxDOT.
 - 9.4. If the vendor fails to meet the specifications after award of the purchase order, TxDOT reserves the right to cancel the purchase order and re-award to the next lowest bidder meeting specifications. Any increase in cost and handling shall be the responsibility of the defaulting vendor.
10. VENDOR REPRESENTATIVE AND PRESS APPROVALS: Shall meet the following:
 - 10.1. The vendor shall work with the Manager on production and delivery. Due to the critical nature of the printing, TxDOT will perform on-site press checks. The Manager will approve all color output before approving final printing. Bidder shall list printing facility locations on Price Schedule, Part IV.
 - 10.2. The vendor shall select one person with a minimum of five years experience in four-color printing to act as exclusive liaison between the Manager and the various functions at the printing plant.
 - 10.3. Printing shall be in four-color process colors. Overall print quality shall be sharp, clear, and precisely registered. TxDOT reserves the right, at any time after receiving shipments of calendars, to return any quantities found to be unacceptable due to inferior printing, binding, shrink-wrapping or any other unacceptable factor. Such returns shall be replaced promptly by the vendor who shall also be responsible for all shipping charges from and to TxDOT or the vendor shall remit to TxDOT the cost of such rejected calendars.
11. PAPER PRICE ADJUSTMENTS: Shall be allowed as follows:
 - 11.1. Paper price shall be firm for the first printing. Price adjustments, both increases and decreases, will be allowed for each run thereafter during the purchase order period. The vendor shall present a verified copy

of the new costs from the supplier with notification of the price adjustments to TxDOT for approval before printing. Vendor shall provide these materials to:

Marketing Manager
Texas Highways Magazine
PO Box 141009
Austin, TX 78714

- 11.2. Increases in paper prices will be considered only if received at least 30 calendar days prior to print run date.
Decreases in paper prices will be allowed at any time.

- 11.3. The vendor shall proceed with the production run only after receipt of written approval of price increases from TxDOT.
12. TRANSFER OF PRODUCTION: No transfer of production work between printing facilities, either in whole or in part, will be allowed.
13. LIQUIDATED DAMAGES: The delivery requirements will be mutually agreed upon, in writing, between the Manager and the vendor for each printing. If the vendor fails to deliver within the specified time, the sum of \$500.00 per calendar day is hereby established as liquidated damages and said amount shall be deducted from the payment due to the vendor for each calendar day of delay. This provision is not intended as a penalty, but as liquidated damages.
14. RETURN OF PRODUCTION MATERIALS: All production materials supplied to or developed by the vendor for this job are the property of TxDOT and shall be returned promptly and in good condition when requested by TxDOT. When required, all materials shall be returned by a shipping method and to a destination designated by the Manager.
15. INVOICE AND PREPARATION: Shall be as follows:
- 15.1. Payments will be made within 30 calendar days after printing has been completed and found to meet specifications or the day on which a correct invoice is received, whichever is later.
- 15.2. A single comprehensive and detailed invoice shall be prepared and delivered by the vendor to the Manager following completion of all work relating to the production and delivery of each production run. The invoice shall specifically reference the basis for each item charged. Billing invoices shall be sent to the Marketing Manager at the address shown in Part II, Para. 11.
- 15.3. The vendor's invoice will not be processed until all production materials have been returned to the Manager in good condition.

PART III
TECHNICAL REQUIREMENTS

1. PRINTING DESCRIPTIONS: Calendars shall be offered in two versions meeting the following requirements. Only one calendar version will be selected by the Manager for printing.
- 1.1. Calendar Version 1: The finished size shall be 10-3/4 inches x 13-1/2 inches.
- 1.1.1. The calendar shall be saddlestitched binding.
- 1.1.2. The calendar shall be a 28 page self cover version printed 4/4 process color using high quality cover inks, plus high gloss UV or Aqueous coating, or TxDOT approved equal. **The coating shall be applied to the cover on all versions. Inside pages may or may not be coated. Pricing for coating of inside pages is separately referenced on the Price Schedule, Part IV, Para. 5.3 and 5.4.**
- 1.1.3. An insert printed 2/2, approximately 10-3/4 inches x 13-1/2 inches, may be bound into the calendar. Bidder shall not include printing and binding of insert in calendar price. Insert pricing is referenced separately on the Price Schedule, Part IV, Para. 3 and 4.
- 1.1.4. Calendars shall be placed in shipping cartons and loaded onto pallets (see PACKING AND DELIVERY, Item 10). Calendars shall be shipped FOB Destination to a distribution point specified by the Manager. The vendor shall prepay all shipping and attach the bills to the invoice for payment by TxDOT.
- 1.1.5. Bid price shall include printing, paper, binding, cover UV coating, packing and delivery for each style of this calendar version.
- 1.2. Calendar Version 2: All specifications for version 2 are identical to version 1 except that the paper used shall be recycled.

2. PAPER: The bidder shall bid on the following papers on the Price Schedule, Part IV. (NOTE: If bidding other than the referenced examples, the bidder shall submit samples of the paper bid.)
 - 2.1 Number 2, white, 80 lb. gloss cover, coated two sides, with a target brightness of 86.5.

EXAMPLE: Westvaco Sterling or TxDOT approved equal.

2.2 Number 2, white, 80 lb. gloss cover, recycled, coated two sides, with a target brightness of 86.

EXAMPLE: Mead Offset Enamel or TxDOT approved equal.

3. PROOFS: The vendor shall provide blueline proofs in press position prior to printing.
4. INSERTS: An insert may be included with the finished calendar. Inserts shall be printed 2/2 on 70 lb. Springhill Offset uncoated paper or TxDOT approved equal. The insert shall be placed between the October images of the calendar. Insert shall be saddle-stitched with one perforation located approximately one inch from the top of the bound side.
 - 4.1. Art work for the insert will be furnished by the Manager.
 - 4.2. Insert shall be bid separately on the Price Schedule, Part IV, Para. 3 and 4. The price quoted shall include the cost of paper, printing, inserting into the calendar, and one perforation.
5. STIFFENERS: At the Manager's option, calendars may each include a stiffener. The stiffener shall be the same size as the calendar to ensure maximum protection. The stiffener shall be a B-flute, 175 lb. test single-wall stiffener. Stiffeners shall be bid separately on the Price Schedule, Part IV, Para. 5.1. The price quoted shall include the cost of the stiffener and inserting into the calendar.
6. SHRINK-WRAP. Calendars shall be individually shrink-wrapped. The shrink-wrap shall be at minimum a 60 grade clear base and shall provide a smooth, tight seal around the calendar with no holes. Shrink-wrap shall be bid separately on the Price Schedule, Part IV, Para. 5.2.
7. BINDING: Calendars shall be offered with the binding requirements shown below. If the Manager chooses to include an insert, it shall be bound within the calendar. The process of binding (which shall include the drill hole cost) shall be included in the calendar bid and not bid separately.
 - 7.1. Calendars shall be bound on the 13-1/2 inch side with two stitches. A 1/8 inch drill hole shall be centered 1/4 inch from the bottom of each page.
8. SCHEDULE: The vendor and the Manager will establish a schedule acceptable to both parties for the delivery of production materials to the vendor. The schedule shall address the fact that the color separations are being produced by another vendor.
9. COLOR SEPARATIONS AND COMPOSITE FILM: The Manager will furnish four-color separations. Separation negatives or positives will be 150 line screen, as a minimum. The Manager will supply single-page composite film plus match prints.
10. PACKING AND DELIVERY: Shall be as stated below:
 - 10.1. The vendor shall pack calendars in a minimum of 275 lb. test corrugated cartons with single walls. Each carton shall contain 50 calendars with alternate facing. Each carton shall have extra support of corrugation or Styrofoam of 125 lb. on corners to prevent damage to binding. Each carton shall be sealed and labeled with two-inch tape having minimum tensile strength of 22 lb. The information for the label will be provided by the Manager at the time of each printing. Each carton shall be clearly marked with description and count on the outside of the carton. Cartons shall be stacked and in a manner as to prohibit any type of shipping damage.
 - 10.2. When cartons are shipped, all cartons shall be delivered on 40 inch x 48 inch pallets. Pallet height shall not exceed four feet. All pallets shall be sealed using shrink-wrap. Pallet tag shall give count, lot, and descriptive information.
 - 10.3. Payment will not be made for materials arriving damaged. TxDOT may refuse shipment of any materials on pallets or in boxes which do not meet the packing and/or pallet requirements described in this specification.
 - 10.4. Freight costs shall be PREPAID. All materials shall be shipped FOB, destination. Shipping locations may vary. The vendor shall pay all shipping charges, then attach the shipping bills to the invoice for reimbursement by TxDOT. Shipments shall arrive at the shipping destination(s) within five working days

after bindery completion. It is anticipated that situations will arise that may require individual cartons to be delivered by alternate means, i.e., UPS ground or 2nd day air. The Manager and the vendor will work together to determine the best delivery method.

10.5. Carton and packing costs shall be included in the calendar bid pricing in the Price Schedule, Part IV.

PART IV
 PRICE SCHEDULE

PAGES 5 THROUGH 8 SHALL BE RETURNED WITH THE IFB. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF BID. IF AN ITEM IS AT NO CHARGE, SHOW AS "N/C". ITEMS NOT BID WILL RESULT IN REJECTION OF BID.

INCOMPLETE BIDS WILL BE REJECTED

NOTE: Bid prices shall include printing, paper, binding, cover UV coating, packing and delivery for each version except for the insert which shall be priced separately.

1. PRINTING VERSION 1: 10-3/4 inches x 13-1/2 inches, self cover, saddlestitch
 Paper description: Number 2, 80 lb. gloss cover, coated two sides, Westvaco Sterling or TxDOT approved equal.
 Process color: 4/4

| QUANTITIES | PRODUCTION | + | PAPER | = | TOTAL |
|--------------------------------------|------------|---|----------|---|----------|
| 1.1. 10,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 1.2. Add'l 1,000's | \$ _____ | + | \$ _____ | = | \$ _____ |
| 1.3. 15,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 1.4. Add'l 1,000's | \$ _____ | + | \$ _____ | = | \$ _____ |
| 1.5. 20,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 1.6. Add'l 1,000's | \$ _____ | + | \$ _____ | = | \$ _____ |
| 1.7. 30,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 1.8. Add'l 1,000's (up to 40,000) | \$ _____ | + | \$ _____ | = | \$ _____ |

2. PRINTING VERSION 2: Recycled, 10-3/4 inches x 13-1/2 inches, self cover, saddlestitch
 Paper description: Number 2, 80 lb. Gloss cover recycled, coated two sides, Mead Offset Enamel or TxDOT approved equal. Process color: 4/4

| QUANTITIES | PRODUCTION | + | PAPER | = | TOTAL |
|--------------------------------------|------------|---|----------|---|----------|
| 2.1. 10,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 2.2. Add'l 1,000's | \$ _____ | + | \$ _____ | = | \$ _____ |
| 2.3. 15,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 2.4. Add'l 1,000's | \$ _____ | + | \$ _____ | = | \$ _____ |
| 2.5. 20,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 2.6. Add'l 1,000's | \$ _____ | + | \$ _____ | = | \$ _____ |
| 2.7. 30,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 2.8. Add'l 1,000's (up to 40,000) | \$ _____ | + | \$ _____ | = | \$ _____ |

3. INSERT VERSION 1: 10-3/4 inches x 13-1/2 inches
 Paper & printing description: Printed 2/2 on 70 lb. uncoated Springhill Offset paper or TxDOT approved equal. The insert shall be placed between the October images of the calendar. The insert shall have one perforation only. Quoted price shall include paper, printing, one perforation, and inserting into each calendar.

| QUANTITIES | PRODUCTION | | PAPER | = | TOTAL |
|--------------------|------------|---|----------|---|----------|
| 3.1. 10,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 3.2. Add'l 1,000's | \$ _____ | + | \$ _____ | = | \$ _____ |
| 3.3. 15,000 | \$ _____ | + | \$ _____ | = | \$ _____ |

THIS PAGE SHALL BE RETURNED WITH THE BID OR BID WILL BE DISQUALIFIED.

| | | | | | |
|--------------------|----------|---|----------|---|----------|
| 3.4. Add'l 1,000's | \$ _____ | + | \$ _____ | = | \$ _____ |
| 3.5. 20,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 3.6. Add'l 1,000's | \$ _____ | + | \$ _____ | = | \$ _____ |

| | | | | | |
|--------------------------------------|----------|---|----------|---|----------|
| 3.7. 30,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 3.8. Add'l 1,000's (up to 40,000) | \$ _____ | + | \$ _____ | = | \$ _____ |

4. INSERT VERSION 2: Recycled 10-3/4 inches x 13-1/2 inches
 Paper & printing description: Printed 2/2 on 70 lb. uncoated Springhill Offset paper or TxDOT approved equal. The insert shall be placed between the October images of the calendar. The insert shall have one perforation only. Quoted price shall include paper, printing, one perforation, and inserting into each calendar.

| QUANTITIES | PRODUCTION | + | PAPER | = | TOTAL |
|--------------------------------------|------------|---|----------|---|----------|
| 4.1. 10,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 4.2. Add'l 1,000's | \$ _____ | + | \$ _____ | = | \$ _____ |
| 4.3. 15,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 4.4. Add'l 1,000's | \$ _____ | + | \$ _____ | = | \$ _____ |
| 4.5. 20,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 4.6. Add'l 1,000's | \$ _____ | + | \$ _____ | = | \$ _____ |
| 4.7. 30,000 | \$ _____ | + | \$ _____ | = | \$ _____ |
| 4.8. Add'l 1,000's (up to 40,000) | \$ _____ | + | \$ _____ | = | \$ _____ |

5. SERVICES

| | |
|---|------------|
| 5.1. Stiffeners, per thousand | = \$ _____ |
| 5.2. Shrink-wrap, per thousand | = \$ _____ |
| 5.3. UV coating, per page of calendar (Note: Cover coating included in bid) | = \$ _____ |
| 5.4. Aqueous coating, per page of calendar (Note: Cover coating included in bid) | = \$ _____ |
| 5.5. Additional insert perforations, per thousand (Note: One insert perf included in insert pricing) | = \$ _____ |

6. ALTERATIONS: Major alterations will be handled by the Manager. However, minor alterations shall be required in the vendor's printing plant. Bidder shall submit costs, as itemized by TxDOT, in addition to the basic print-job cost. TxDOT will specify, in writing, any work that may be required. Printing vendor shall maintain an itemized list of all work and invoice costs as additions to the basic job bid.

| | |
|---|------------|
| 6.1. Strip in four-color separations, per set. | = \$ _____ |
| 6.2. Strip out four-color separations from existing film, per set: | = \$ _____ |
| 6.3. Opaque out text line, per line | = \$ _____ |
| 6.4. Handwork for cropping or moving any printed element, per hour: | = \$ _____ |
| Typesetting per book text line: | = \$ _____ |

7. PAPER PRICES: Cost of paper in effect at the time of bid opening. Bidders shall list the cost below and include a copy of price quotation from the paper manufacturer.

- 7.1. Number 2, white, 80 lb. gloss cover with a target brightness of 86.5. Westvaco Sterling or TxDOT approved equal.
Name of paper _____ \$ _____ cwt
- 7.2. Number 2 white, 80 lb. recycled gloss cover with a target brightness of 86. Mead Offset Enamel or TxDOT approved equal.
Name of paper _____ \$ _____ cwt

7.3. Insert: 70 lb. uncoated Springhill Offset or TxDOT approved equal.
Name of paper _____ \$ _____ cwt

7.4. Insert: 70 lb. recycled Springhill Offset paper or TxDOT approved equal.
Name of paper _____ \$ _____ cwt

If the paper price increases or decreases for any subsequent print orders the vendor shall submit a letter from the paper manufacturer verifying the cost difference.

8. PRINTING EQUIPMENT

Press Size: _____

Press Make: _____

Press Model: _____

9. BINDERY EQUIPMENT

Make: _____

Model: _____

10. PRINTING AND BINDERY LOCATIONS

Vendor shall perform primary printing and binding required by this purchase order at its production facility located at:

PART V
BASIS FOR AWARD FORMULA

THE TOTAL OF THE FOLLOWING ITEMS WILL BE USED TO DETERMINE THE OVERALL LOW BID.

NOTE TO BIDDERS: Even though these items are the basis for award of the bid, prices on all other items in this bid shall be in line with averages of other bidders.

COMPLETE THE FOLLOWING PRICES BASED ON THE PRICES PROVIDED ON THE PRICE SCHEDULE, PART IV:

REFERENCE NUMBERS

| | | |
|------|-------------------------------------|------------|
| 1.3. | Total costs for 15,000, times 1 | = \$ _____ |
| 2.3. | Total costs for 15,000, times 1 | = \$ _____ |
| 3.3. | Total costs for 15,000, times 1 | = \$ _____ |
| 4.3. | Total costs for 15,000, times 1 | = \$ _____ |
| 5.1. | Stiffeners, per thousand, times 15 | = \$ _____ |
| 5.2. | Shrink-wrap, per thousand, times 15 | = \$ _____ |
| | BASIS FOR AWARD TOTAL | = \$ _____ |

PART VI
REFERENCES

CUSTOMERS USING PRINTING SERVICES OF A SIMILAR NATURE

1. Name of Organization: _____
Street Address: _____
City, State, and Zip Code: _____
Name and Title of Person to Contact: _____
Telephone Number: _____
Description of Services: _____

2. Name of Organization: _____
Street Address: _____
City, State, and Zip Code: _____
Name and Title of Person to Contact: _____
Telephone Number: _____
Description of Services: _____

3. Name of Organization: _____
Street Address: _____
City, State, and Zip Code: _____
Name and Title of Person to Contact: _____
Telephone Number: _____
Description of Services: _____

NOTE: ANY NEGATIVE RESPONSE MAY RESULT IN THE DISQUALIFICATION OF THE BID.

LIST OF CONTROLLED OZONE DEPLETING SUBSTANCES (ODSs)

CLASS 1 SUBSTANCES

Group 1 - Chlorofluorocarbons (CFCs)

| | |
|---------|--|
| CFC-11 | Trichlorofluoromethane (CFC1 ₃) |
| CFC-12 | Dichlorodifluoromethane (CC1 ₂ F ₂) |
| CFC-133 | Trichlorotrifluoroethane (C ₂ F ₃ C1 ₃) |
| CFC-114 | Dichlorotetrafluoroethane (C ₂ F ₄ C1 ₂) |
| CFC-115 | Monochloropentafluoroethane (C ₂ F ₅ C1) |

Group 2 - Halons

| | |
|------------|---|
| Halon 1211 | Bromochlorodifluoromethane (CF ₂ BrC1) |
| Halon 1301 | Bromotrifluoromethane (CF ₃ Br) |
| Halon 2402 | Dibromotetrafluoroethane (C ₂ F ₄ Br ₂) |

Group 3 - CFCs

| | |
|---------|--|
| CFC-13 | Chlorotrifluoromethane (CF ₃ C ₁) |
| CFC-111 | (C ₂ FC1 ₅) |
| CFC-112 | (C ₂ F ₂ C1 ₄) |
| CFC-211 | (C ₃ FC1 ₇) |
| CFC-212 | (C ₃ F ₂ C1 ₆) |
| CFC-213 | (C ₃ F ₃ C1 ₅) |
| CFC-214 | (C ₃ F ₄ C1 ₄) |
| CFC-215 | (C ₃ F ₄ C1 ₃) |
| CFC-216 | (C ₃ F ₆ C1 ₂) |
| CFC-217 | (C ₃ F ₇ C1) |

All isomers of the above chemicals in Groups 1, 2, and 3

Group 4 - Carbon Tetrachloride (CC1₄)

Group 5 - 1, 1, 1-trichloroethane (C₂H₃C1₃) (Methyl Chloroform)

All isomers of the above chemical except 1, 1, 2-trichloroethane

CLASS 2 SUBSTANCES

Hydrochlorofluorocarbons (HCFCs)

| | | | | | |
|-----------|---|---------------|---|----------|---|
| HCFC-21 | Dichlorofluoromethane (CHFC1 ₂) | | | | |
| HCFC-22 | Chlorodifluoromethane (CHF ₂ C1) | | | | |
| HCFC-31 | Chlorofluoromethane (CH ₂ FC1) | | | | |
| HCFC-121 | (C ₂ HFC1 ₄) | HCFC-222 | (C ₃ HF ₂ C1 ₅) | HCFC-241 | (C ₃ H ₃ FC1 ₄) |
| HCFC-122 | (C ₂ HF ₂ C1 ₃) | HCFC-223 | (C ₃ HF ₃ C1 ₄) | HCFC-242 | (C ₃ H ₃ F ₂ C1 ₃) |
| HCFC-123 | (C ₂ HF ₃ C1 ₂) | HCFC-224 | (C ₃ HF ₄ C1 ₃) | HCFC-243 | (C ₃ H ₃ F ₃ C1 ₂) |
| HCFC-124 | (C ₂ HF ₄ C1) | HCFC-225ca/cb | (C ₃ HF ₅ C1 ₂) | HCFC-244 | (C ₃ H ₃ F ₄ C1) |
| HCFC-131 | (C ₂ H ₂ FC1 ₃) | HCFC-226 | (C ₃ HF ₆ C1) | HCFC-251 | (C ₃ H ₄ FC1 ₃) |
| HCFC-132b | (C ₂ H ₂ F ₂ C1 ₂) | HCFC-231 | (C ₃ H ₂ FC1 ₅) | HCFC-252 | (C ₃ H ₄ F ₂ C1 ₂) |
| HCFC-133a | (C ₂ H ₂ F ₃ C1) | HCFC-232 | (C ₃ H ₂ F ₂ C1 ₄) | HCFC-253 | (C ₃ H ₄ F ₃ C1) |
| HCFC-141b | (C ₂ H ₃ FC1 ₂) | HCFC-233 | (C ₃ H ₂ F ₃ C1 ₃) | HCFC-261 | (C ₃ H ₅ FC1 ₂) |
| HCFC-142b | (C ₂ H ₃ F ₂ C1) | HCFC-234 | (C ₃ H ₂ F ₄ C1 ₂) | HCFC-262 | (C ₃ H ₅ F ₂ C1) |
| HCFC-221 | (C ₃ HFC1 ₆) | HCFC-235 | (C ₃ H ₂ F ₅ C1) | HCFC-271 | (C ₃ H ₆ FC1) |

All isomers of the above HCFCs

This is to certify that (vendor) _____ shall not utilize these substances in the manufacture of this product that are defined as Ozone-Depleting Substances Class I or II by Section 611 of the Clean Air Act, as promulgated under 40 CFR Part 82.

Signature

Date

Year 2000 Performance Warranty

For purposes of this warranty, the following definitions shall apply:

1. "Accurately" shall be defined to include:
 - a) calculations correctly performed using four digit year processing;
 - b) functionality on-line, batch, including but not limited to, entry, inquiry, maintenance and updates support four digit year processing;
 - c) interfaces and reports must support four digit year processing;
 - d) successful translation into year 2000 with valid date (e.g. CC/YY/MM/DD) without human intervention. Additional representations for week, hour, minute and second, if required, complies with the international standard ISO 8601:1988, "Data elements and interchange formats - Information exchange Representation of dates and time." When ordinal dates are used, the ISO standard format CCYYDDD is used;
 - e) processing with four digit year after transition to any date beyond the year 2000 without human intervention;
 - f) correct results in forward and backward date calculations spanning century boundaries; correct forward and backward date calculations spanning century boundaries, including conversion of previous years stored, recorded or entered as two digits.
2. "Date integrity" shall mean all manipulations of time-related data (dates, duration, days of week, etc.) will produce desired results for all valid date values within the application domain.
3. "Explicit century" shall mean date elements in interfaces and data storage permit specifying century to eliminate date ambiguity.
4. "Extraordinary actions" shall be defined to mean any action outside the normal documented processing steps identified in the product's reference documentation.
5. "General integrity" shall mean no value for current date will cause interruptions in desired operation - especially from the 20th to 21st centuries.
6. "Implicit century" shall mean for any data element without century, the correct century is unambiguous for all manipulations involving that element.
7. "Product" or "products" shall be defined to include, but is not limited to, any supplied or supported hardware, software, firmware and/or micro code.
8. "Valid date" shall be defined as a date containing a four digit year, a two digit month and a two digit day, or the ISO 8601:1988, Data elements - Information Exchange - Representation of dates and times". When ordinal dates are used, ISO standard format of CCYYDDD is used.

The vendor warrants that product(s) delivered and installed under this contract shall be able to accurately process valid date data when used in accordance with the product documentation provided by the vendor and require no extraordinary actions on the part of the Owner or its personnel. Products under this contract possess general integrity, date integrity, explicit and implicit century capabilities. If the contract requires that specific products must perform as a system in accordance with the foregoing warranty, then the warranty shall apply to those listed products as a system. The duration of this warranty and the remedies available the Owner for breach of this warranty shall be as defined in, and subject to, the terms and conditions of the vendor's standard commercial warranty or warranties contained in this contract; provided, that not with standing any provision to the contrary in such commercial warranty or warranties, the remedies available to the Owner under this warranty shall include repair or replacement of any supplied product whose non-compliance is discovered and made known to the contractor in writing within 90 days after final acceptance, as that term is defined elsewhere in the contract. Nothing in this warranty shall be considered to limit any rights or remedies the Owner may otherwise have under this contract with respect to defects other than Year 2000 performance.

Vendor Name

Texas Department of Transportation
Dated: May 19, 1997

NOTE: THIS PAGE SHALL BE RETURNED WITH BID. FAILURE TO RETURN THIS PAGE WITH THE BID RESPONSE MAY RESULT IN REJECTION OF BID.

Authorized Signature

Date

NOTE: THIS PAGE SHALL BE RETURNED WITH BID. FAILURE TO RETURN THIS PAGE WITH THE BID RESPONSE MAY RESULT IN REJECTION OF BID.



**TEXAS DEPARTMENT OF TRANSPORTATION
GENERAL TERMS AND CONDITIONS
ITEMS BELOW APPLY TO AND BECOME A PART OF THE TERMS AND CONDITIONS OF THE BID
AND ANY RESULTING PURCHASE ORDER
ANY EXCEPTIONS THERETO MUST BE IN WRITING**

1. BIDDING REQUIREMENTS:

- 1.1 Our system requires pricing per unit shown and extensions. If a trade discount is shown on bid, it should be deducted and net line extensions shown. Bidder guarantees product offered will meet or exceed specifications identified in this Invitation For Bid.
- 1.2 Bids should be submitted on this form. Each bid should be placed in a separate envelope completely and properly identified. Bids must be time stamped in our Mail Room before the hour and date specified for the bid opening.
- 1.3 Late bids properly identified will be returned to bidder unopened. Late bids will not be considered under any circumstances.
- 1.4 Quote F.O.B. destination. If otherwise, show exact delivery costs and terms.
- 1.5 Bid prices are requested to be firm for Agency acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts offered will be taken if earned.
- 1.6 Bid should give Payee ID Number, full firm name and address of bidder. Failure to manually sign bid will disqualify it. Firm name should appear on each page of bid.
The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:
 1. ____ - ____ - ____ - ____ - ____ - ____
Enter your Federal Employer's Identification Number.
 2. ____ - ____ - ____ - ____ - ____ - ____
Sole owner must also enter Social Security Number.
- 1.7 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initialed by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Agency based on a written, acceptable reason.
- 1.8 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificate will be furnished by the Agency on request.
- 1.9 The State reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.
- 1.10 Consistent and continued tie bidding could cause rejection of bids by the Agency and/or investigation for antitrust violations.
- 1.11 Facsimile (FAX) bids may be submitted if a FAX number is provided on Invitation For Bid. All FAX bids must be signed in space provided on front page of bid. The State shall not be responsible for bids being received late, illegible, incomplete or otherwise nonresponsive due to failure of electronic equipment or operator error.

2. SPECIFICATIONS:

- 2.1 Any catalog, brand name or manufacturer's reference used in the Invitation For Bid is descriptive only (not restrictive), and is used to indicate type and quality desired. Bids on brands of like nature and quality will be considered unless advertised under Subtitle D, Title 10, Texas Government Code. If bidding on other than reference specifications, bid should show manufacturer, brand or trade name, and other description or product offered. If other than brand(s) specified is offered, illustrations and complete description of product offered **are requested** to be made a part of the bid. If bidder takes no exception to specifications or reference data in his bid, he will be required to furnish brand names, numbers, etc., as specified in the Invitation For Bid.
 - 2.2 All items bid shall be new and in first class condition, including containers suitable for shipment and storage, unless otherwise indicated in Invitation For Bid. Verbal agreements to the contrary will not be recognized.
 - 2.3 Samples, when requested, must be furnished free of expense to the State. If not destroyed in examination, they will be returned to the bidder, on request, at his expense. Each sample should be marked with bidder's name and address, and the State bid number. Do not enclose in or attach bid to sample.
 - 2.4 The State will not be bound by any oral statement or representation contrary to the written specifications of this Invitation For Bid.
 - 2.5 Manufacturer's standard warranty shall apply unless otherwise stated in the bid invitation.
 - 2.6 All electrical items must meet all applicable OSHA standards and regulations, and bear the appropriate listing from UL, FMRC or NEMA.
- 3. TIE BIDS** — In case of tie bids, the award will be made in accordance with RULE 1 TAC Section 113.6 (b)(3).
- 4. DELIVERY:**
- 4.1 Bids should show number of **days** required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates bidder to complete delivery in 14 calendar days. Unrealistic delivery promises may cause bid to be disregarded.
 - 4.2 If delay is foreseen, contractor shall give written notice to the Agency. The Agency has the right to extend delivery date if reasons appear valid. Contractor must keep the Agency advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorizes the Agency to purchase supplies elsewhere and charge full increase, if any, in cost and handling to defaulting contractor.
 - 4.3 No substitutions or cancellations permitted without written approval of the Agency.
 - 4.4 Delivery shall be made during normal working hours only, unless prior approval for late delivery has been obtained from the Agency.

5. **INSPECTIONS AND TESTS** — All goods will be subject to inspection and test by the State to the extent practicable at all times and places. Authorized Agency personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products 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 supplier. Goods which have been delivered and rejected in whole or in part may at the State's option, be returned to the vendor or held for disposition at vendor's risk and expense. Latent defects may result in revocation of acceptance.

6. **AWARD OF PURCHASE ORDER** — A response to an Invitation For Bid is an offer to contract with the Agency based upon the terms, conditions and specifications contained in the Invitation For Bid. Bids do not become contracts unless and until they are accepted through an authorized Agency designee through a purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas.

7. **PAYMENT** — Vendor shall submit two copies of an itemized invoice showing the purchase order number, payee I.D., remit to address, and phone number on all copies.

8. **PATENTS OR COPYRIGHTS** — The contractor agrees to protect the State from claims involving infringement of patent or copyrights.

9. **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 bid invitations must give requisition number, codes and opening dates.

10. **BIDDER AFFIRMATION** — Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:

10.1 the bidder 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 bid.

10.2 the bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171 TAX Code.

10.3 neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, 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 bid made to any competitor or any other person engaged in such line of business.

10.4 the bidder has not received compensation for participation in the preparation of the specifications for this Invitation For Bid.

10.5 under Section 231.006, Family Code (relating to child support), the bidder certifies that the individual or business entity named in this bid 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.

10.6 bid must include names and Social Security Numbers of each person with at least 25% ownership of the business entity submitting the bid. Bidders that have pre-registered this information on the GSC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, complete the following:

Enter name above and Social Security Number below

____ - ____ - _____

Enter name above and Social Security Number below

____ - ____ - _____

Enter name above and Social Security Number below

____ - ____ - _____

Enter name above and Social Security Number below

____ - ____ - _____

10.7 "Under Section 2155.004 Government Code (relating to collection of state and local sales and use taxes) the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and/or payment withheld if this certification is inaccurate."

10.8 Bidder 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. NOTE TO BIDDERS

Any terms and conditions attached to a bid will not be considered unless the bidder specifically references them on the front of the bid.

WARNING: Such terms and conditions may result in disqualification of the bid (e.g., bid with the laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.).

Any purchase order resulting from this bid is subject to cancellation without penalty, either in whole or in part, if funds are not appropriated by the Texas Legislature.

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. 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

