

TEXAS DEPARTMENT OF TRANSPORTATION
GENERAL SERVICES DIVISION

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SPECIFICATION NO
TxDOT 961-53-80
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READER SERVICE

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.

1. SCOPE: This specification describes a service to provide Reader Service for *Texas Highways Magazine* and other travel publications published by TxDOT. This service shall include the capture, processing and reporting of leads for the advertisers of *Texas Highways* magazine and other TxDOT publications via Reader Service Cards, through the internet and other methods. Reader Service shall be required for other TxDOT publications as well during the term of the purchase order.
2. BACKGROUND: Readers of the magazine will make inquiries for additional information on our advertisers in the magazine and other TxDOT publications and the vendor will collect and process the leads and provide them to the advertiser. The vendor shall provide the advertisers and TxDOT with a list of leads in specific forms such as labels, and/or by email as a minimum. Reports shall be provided to advertisers and TxDOT with cumulative information concerning the lead data.
3. DEFINITIONS: The following definitions shall apply.
 - 3.1. Advertiser: Person (s) who purchase ads in *Texas Highways Magazine* or other travel publications.
 - 3.2. Magazine: *Texas Highways Magazine*
 - 3.3. Other TxDOT Publications: Currently, the *Texas State Travel Guide* and *Texas Events Calendar*.
 - 3.4. Customer Service Representative (CSR): Vendors Customer Service Representative whom will be the point of contact for TxDOT representatives.
 - 3.5. Manager: TxDOT representative
 - 3.6. Lead: The name, address, city, state, zip code, and email address of a reader requesting additional information from an advertiser.
 - 3.7. Run: Each occurrence that the vendor processes and reruns lead information to advertisers.
4. RESPONDENT QUALIFICATIONS: Respondents shall be individuals, firms, corporations, or their subcontractors that have been regularly engaged in the business of providing Reader Service to publications for a minimum of three years.
5. VENDOR REQUIREMENTS
 - 5.1. CUSTOMER SERVICE REPRESENTATIVE (CSR): The vendor shall select a person with a minimum of five years experience in Reader Service and at least two years with the company in the capacity as a CSR to act as exclusive liaison between the Magazine and the various Reader Service functions. Once a CSR has been assigned to TxDOT, the vendor shall not changed the CSR without presenting documentation that a new CSR has the same minimum qualifications outlined by the Magazine (Schedule 6).
 - 5.2. DATABASE: The vendor shall:
 - 5.2.1. Provide a database for storing of lead information.
 - 5.2.2. Update the database at least weekly
 - 5.2.3. Provide lead information to each advertiser and to TxDOT

- 5.2.4. Provide all data processing for reports shall be completed before reports are provided.
- 5.3. MAIL SERVICES: Pick up the mail at a nearby post office. TxDOT will open a Post Office box at the vendor's location for Reader Service Cards and other mail to be delivered.
- 5.4. INTERNET ACCESS/SERVICE
- 5.4.1. The vendor shall provide internet reader service access on the magazine's website, www.texashighways.com.
- 5.4.2. TxDOT may elect not to offer website access. However, the respondent shall provide the services should TxDOT elect to do so.
- 5.4.3. TxDOT may install a mechanism (button) on the magazine's website, which will allow the vendor to connect/link to this button. When a reader clicks through, the reader will be sent to the vendor's website for Reader Service. The vendor shall capture, collect, and calculate data from this information.
- 5.4.4. The vendor shall provide a mechanism (button) which will allow the reader to return to the magazine's website from any other their web page sites. This button shall include a short description so the reader knows what function this button performs.
- 5.5. LEADS: The vendor shall provide leads via hard-copy/label sheets, on-line via the email, and by "click-through" to the advertiser's web site. Leads shall be provided to each advertiser and to TxDOT as a minimum weekly.
- 5.6. REPORTS: The vendor shall:
- 5.6.1 Provide TxDOT and each advertiser if requested, fully explaining the lead information gathered by the vendor.
- 5.6.2 Provide reports concerning these leads to TxDOT and magazine advertisers.
- 5.6.3 Provide reports or data that provide leads information sorted by location (city, state, zip code), issue date and source, as a minimum.
- 5.6.4 Provide a listing of the standard reports that are available to TxDOT at no extra charge. (Ref para. 10.7 Schedule 3).
- 5.7. TRAINING: Vendor shall provide a minimum of one-day training for a maximum of three TxDOT employee at a location mutually agreed by the vendor and TxDOT on the use of the vendor's system and reports.
- 5.8. DISASTER RECOVERY PLAN: Vendor shall provide a disaster recovery plan and include one for all subcontractors doing business or work for TxDOT. Disaster recovery plan shall be current and updated to reflect changes in facilities or subcontractors (Schedule 4).
6. SUBCONTRACTING: Subcontracting is allowed under the following circumstances:
- 6.1. The vendor may contract with all subcontractors needed to complete the project. The vendor shall maintain the project budget, project management responsibilities and the project schedule for all subcontractors.
- 6.2. The vendor shall state if subcontractors will be used and provide a list of subcontractors. If applicable, the appropriate pages on HUB Subcontracting Plan shall be completed and returned with respondent submission (Schedule 7).
- 6.3. Vendor shall pay all subcontractors in a timely manner.
7. CANCELLATION AUTHORIZATION
- 7.1. TxDOT reserves the right to cancel the purchase order at any time. The vendor will be given written notice 60 calendar days prior to cancellation.
- 7.2. The vendor may cancel the purchase order 180 calendar days after TxDOT has received written notice.
- 7.3. TxDOT reserves the right to cancel the purchase order within 30 calendar days and award to the next best evaluated respondent meeting the specifications should the vendor fail, neglect, or be unable to maintain the quality of services.

8 AMENDMENTS

- 8.1. TxDOT will contract with the vendor for only those items that are needed for each publication at the time of award and may at a later date include other services as needed.
- 8.2. TxDOT reserves the right to amend the purchase order by mutual written agreement. This can be done, at any time during the term of the purchase order. This may be necessary for achieving the most flawless, expedient, and cost efficient fulfillment process to provide the greatest level of customer service to the consumer. This also may include a different element or special feature that was not contemplated or fully developed at the time of bid. The amendment process will be accomplished through a Purchase Order Change Notice.

9 INVOICE AND PAYMENT: A single comprehensive and detailed invoice shall be prepared and delivered by the vendor to TxDOT following completion of each month's service. The invoice shall specifically reference the basis for each item charged for each publication. Billing invoices shall be sent to TxDOT at the address shown below.

Texas Highways Magazine
Attn: Business Manager
P.O. Box 141009
Austin, Texas 78714-1009

10 BID SUBMISSION: TxDOT will not be responsible for any expenses relating to bid development, documentation, or presentation that may result from this solicitation. The respondent shall submit a minimum of four unbound copies of the response (i.e., one signed original copy (Stamped Original) and three reproduced copies (Stamped Copy)). Response may be tab indexed. Failure to submit all of the following response information in the following order may result in disqualification of the proposal.

- 10.1. Original Signed and Completed Invitation for Bid (IFB). **If not returned respondent will be disqualified.**
- 10.2. Company history and at a minimum shall include the following:
- 10.2.1 Name, address, and phone number, fax numbers and points of contact
 - 10.2.2 State type of organization (corporation, partnership, sole proprietorship, etc).
 - 10.2.3 List all owners and/or officers of the firm.
 - 10.2.4 If applicable, provide subcontractor name, address, and phone number, fax number and point of contact (Schedule 7).
- 10.3. Price Schedule (Schedule 1). **If not returned your response submission will be disqualified.**
- 10.4. REFERENCES: Respondent shall submit a minimum of five references in the continental U.S., for whom the respondent has performed Reader Service within the last 24 months. When checking references, any negative response may result in disqualification of the proposal. References shall include the business name, business address and telephone number, and the name of an individual customer who is familiar with the respondent's reader service capabilities. (Schedule E).
- 10.5. Evaluation for Basis of Award (Schedule 2). **If not returned your response submission will be disqualified**
- 10.6. Respondent shall provide a description of all services they are capable of providing including each method of capturing leads (Schedule 3).
- 10.7. Respondent shall provide a list of all standard reports, along with samples that are provided to TxDOT at no extra charge as part of the Reader Service (Schedule 3).
- 10.8. Disaster Recovery plan as outlined in paragraph 5.8 (Schedule 4).
- 10.9. Respondent shall provide the name(s) and qualifications of the customer service representative(s) profile who will handle the TxDOT account, (ref para. 5.1 and Schedule 6).
- 10.10. Hub Subcontracting Plan.

11. BASIS FOR AWARD: The magazine will assemble a evaluation team composed of magazine staff and professionals to individually evaluate the bid responses that meet the specifications and meet established criteria. Bidders shall not contact members of the evaluation team. Each bid response will be evaluated according to the bidder's ability to provide the best value and in the best interest of TxDOT's service requirements
 - 11.1. The bid evaluation criteria will constitute 60% of response information submission evaluation (Attachment A).
 - 11.2. Price Schedule will constitute 40%, which will be based on lowest bid price submission (Schedule 1 & 2).
12. AWARD: The respondent with the total highest point score on the bid evaluation criteria and bid price will be awarded the purchase order. The award shall be on an all-or-none basis.
 - 12.1. Split awards will not be considered.
 - 12.2. TxDOT reserves the right to award and choose any or all of the contract services as shown on Schedule 1, Price Schedule that are in the best interest of TxDOT and will meet TxDOT service requirements.

**SCHEDULE 1
PRICE SCHEDULE**

FOR TEXAS HIGHWAYS MAGAZINE. THE MAGAZINE HAS A CIRCULATION OF APPROXIMATELY 280,000 PER MONTH. THE TEXAS STATE TRAVEL GUIDE IS PRINTED ANNUALLY WITH A TOTAL OF 1,000,000 PRINTED EACH YEAR. THE TEXAS EVENTS CALENDAR IS PRINTED QUARTERLY WITH A TOTAL OF 360,000 PER YEAR OR 90,000 EACH QUARTER.

PRICE SCHEDULE BELOW ARE ITEMS FOR READER CARD SERVICE IN WHICH TXDOT MAY OR MAY NOT USE DURING THE TERM OF THE CONTRACT. HOWEVER PRICING SHALL BE SHOWN ON EACH LINE ITEM. IF THERE IS NO CHARGE STATE SO ON BY INDICATING "N/C"

IF AN ITEM IS AT NO CHARGE, SHOW AS "N/C".

1. Reader Service Card processing

PROVIDE COST PER CARD OR LEAD FOR EACH QUANTITY	Unit Price	Add'l Fees If Any and Explanation	Total Price
1.1 Cost Per Card (up to 1,000 Cards per month) OR			
1.2 Cost Per Lead (up to 15,000 leads per month)			
1.3 Cost Per Card (1001 to 2,500 Cards per month) OR			
1.4 Cost Per Lead (15,001 to 37,500 leads per month)			
1.5 Cost Per Card (2,501 to 5,000 Cards per month) OR			
1.6 Cost Per Lead (37,501 to 75,000 leads per month)			
1.7 Cost Per Card (5,001 to 10,000 Cards per month) OR			
1.8 Cost Per Lead (75,001 to 150,000 leads per month)			

2. Issue Set Up

PROVIDE CHARGE PER ISSUE OF EACH PUBLICATION FOR EACH ITEM BELOW	Unit Price	Add'l Fees If Any and Explanation	Total Price
2.1 Cost per issue of each publication if TxDOT performs set up, up to 50 Ads			
2.2 Cost per issue of each publication if TxDOT performs set up, from 51 to 150 Ads			
2.3 Cost per issue of each publication if TxDOT performs set up, from 151 to 300 Ads			
2.4 Cost per issue of each publication if vendor performs set up, up to 50 Ads			
2.5 Cost per issue of each publication if vendor performs set up, from 51 to 150 Ads			
2.6 Cost per issue of each publication if vendor performs set up, from 151 to 300 Ads			

RESPONDENTS NAME: _____

**THIS PAGE SHALL BE RETURNED WITH BID.
FAILURE TO RETURN THIS PAGE WITH THE BID RESPONSE SHALL RESULT IN DISQUALIFICATION OF BID.**

SCHEDULE 1 (cont.)

3. Web/Internet Reporting and access for each publication

<u>PROVIDE CHARGE FOR EACH ONE ITEM BELOW</u>	Unit Price	Add'l Fees If Any and Explanation	Total Price
3.1 Monthly Minimum for each publication			
3.2 Charge for TxDOT Internet Database Access & Reporting per month for each publication			
3.3 Cost for Downloading leads via email per advertiser, up to 25 individual advertisers per month			
3.4 Cost for Downloading leads via email per advertiser, from 26 to 50 individual advertisers per month			
3.5 Cost for Downloading leads via email per advertiser, from 51 to 100 individual advertisers per month			
3.6 Cost for exporting leads for all advertisers, up to 3 occurrences per month.			
3.7 Cost for exporting leads for all advertisers, from 4 to 6 occurrences per month.			
3.8 Cost for exporting leads for all advertisers, from 7 to 10 occurrences per month.			
3.9 Advertiser Internet access to reports and leads, up to 25 individual advertisers per month			
3.10 Advertiser Internet access to reports and leads, from 26 to 50 individual advertisers per month			
3.11 Advertiser Internet access to reports and leads, from 51 to 100 individual advertisers per month			

4. Web/Internet Reader Response Site – Reader Service program on the Internet.

	Unit Price	Add'l Fees If Any and Explanation	Total Price
4.1 One Time Set Up Cost for each publication			
4.2 Monthly Minimum For Each Publication			
4.3 Cost Per Click – Tracks readers going from the online reader service site to the advertiser web pages and all related tasks except reporting, up to 250 per month			
4.4 Cost Per Click – Tracks readers going from the online reader service site to the advertiser web pages and all related tasks except reporting, 251 to 500 per month			
4.5 Cost Per Click – Tracks readers going from the online reader service site to the advertiser web pages and all related tasks except reporting, from 501 to 1000 per month			
4.6 Cost for handling Survey Questions, up to 6 per month			
4.7 Cost for handling Survey Questions, from 7 to 12 per month			

RESPONDENTS NAME: _____

**THIS PAGE SHALL BE RETURNED WITH BID.
FAILURE TO RETURN THIS PAGE WITH THE BID RESPONSE SHALL RESULT IN DISQUALIFICATION OF BID.**

SCHEDULE 1 (cont.)

5. Lead Delivery - TxDOT shall reimburse vendor for actual postage used and billed on each monthly invoice

<u>COSTS ARE FOR EACH PUBLICATION</u>	Unit Price	Add'l Fees If Any and Explanation	Total Price
5.1 Cost for Label Sheets Per Thousand , up to 1,500 per month (48 labels per sheet). Include envelopes for mailing.			
5.2 Cost for Label Sheets Per Thousand , 1,501 to 3,000 per month (48 labels per sheet). Include envelopes for mailing.			
5.3 Cost for Label Sheets Per Thousand , from 3,001 to 6,000 per month (48 labels per sheet). Include envelopes for mailing.			
5.4 Minimum Label Run Charge, up to 2 per month			
5.5 Minimum Label Run Charge, from 3 to 5 per month			
5.6 Cost for Delivery of leads via E-mail per Advertiser, up to 25 per month			
5.7 Cost for Delivery of leads via E-mail per Advertiser, 26 to 50 per month			
5.8 Cost for Delivery of leads via E-mail per Advertiser, from 51 to 100 per month			
5.9 Cost for leads via diskette per diskette, up to 30 per month.			
5.10 Cost for leads via diskette per diskette, from 31 to 60 per month			
5.11 Shipping and Handling for Leads on diskette, up to 30 per month. Includes disks, envelopes, etc.			
5.12 Shipping and Handling for Leads on diskette, from 31 to 60 per month. Includes disks, envelopes etc.			
5.13 Cost per incident for providing duplicate leads or resending leads, up to 2 per month. Labor costs only.			
5.14 Cost per incident for providing duplicate leads or resending leads, from 3 to 5 per month. Labor costs only.			

6. Hard Copy of Reports

<u>COSTS ARE FOR EACH PUBLICATION</u>	Unit Price	Add'l Fees If Any and Explanation	Total Price
6.1 Cost Per Report, up to 5 per month.			
6.2 Cost Per Report, from 6 to 10 per month.			

7. Charge for Producing Special Reports

<u>COSTS ARE FOR EACH PUBLICATION</u>	Unit Price	Add'l Fees If Any and Explanation	Total Price
7.1 Charge for Producing Special Reports			

RESPONDENTS NAME: _____

THIS PAGE SHALL BE RETURNED WITH BID. FAILURE TO RETURN THIS PAGE WITH THE BID RESPONSE SHALL RESULT IN DISQUALIFICATION OF BID.

**SCHEDULE 2
EVALUATION OF BASIS FOR AWARD**

RESPONDENT SHALL MULTIPLY THE COSTS ENTERED ON SCHEDULE 1, BY THE FACTORS SHOWN BELOW. IN CASE OF ERRORS IN ADDITION, EXTENSION OR MULTIPLICATION, THE PRICES ON SCHEDULE 1 SHALL GOVERN.

NOTE: PRICES ON ALL OTHER ITEMS IN THIS BID SHALL BE IN LINE WITH AVERAGES OF THE OTHER RESPONDENTS. TxDOT RESERVES THE RIGHT TO REJECT ANY BID THAT CONTAINS EXCESSIVE PRICING.

FOR BID-EVALUATION PURPOSES ONLY, THE FOLLOWING FORMULA WILL BE APPLIED TO DETERMINE AWARD OF THE BID.

1. Reader Service Card Processing - Choose only one of the following:

	Unit Price	Quantity (Multiplier)	Total
Cost Per Card (2,501 to 5,000 Cards per month) Ref Schedule 1, 1.5.		120,000	
Cost Per Lead (37,501 to 75,000 leads per month). Ref Schedule 1, 1.6.		1,800,000	

2. Issue Set Up

	Unit Price	Quantity (Multiplier)	Total
Cost per issue of each publication if TxDOT performs set up from 51 to 150 Ads. Ref Schedule 1, 2.2.		36	
Cost per issue of each publication if vendor performs set up from 51 to 150 Ads. Ref Schedule 1, 2.5.		36	

3. Web/Internet Reporting and Access

	Unit Price	Quantity (Multiplier)	Total
Monthly Minimum Ref Schedule 1, 3.1.		36	
Charge for TxDOT Internet Database Access & Reporting per month for each publication. Ref Schedule 1, 3.2.		36	
Cost for Downloading leads via email per advertiser, from 26 to 50 individual advertisers per month. Ref Schedule 1, 3.4.		1,200	
Cost for exporting leads for all advertisers, from 4 to 6 occurrences per month. Ref Schedule 1, 3.7.		36	
Advertiser Internet access to reports and leads, from 26 to 50 individual advertisers per month. Ref Schedule 1, 3.10.		1,200	

4. Web/Internet Reader Response Site – Reader Service Program on the Internet.

	Unit Price	Quantity	Total
One Time Set Up Cost Ref Schedule 1, 4.1.		1	
Monthly Minimum for each publication. Ref Schedule 1, 4.2		36	
Cost Per Click – Tracks readers going from the online reader service site to the advertiser web pages and all related tasks except reporting, 251 to 500 per month. Ref Schedule 1, 4.4.		12,000	
Cost for handling Survey Questions, up to 6 per month, Ref Schedule 1, 4.6.		144	

RESPONDENTS NAME: _____

THIS PAGE SHALL BE RETURNED WITH BID.

FAILURE TO RETURN THIS PAGE WITH THE BID RESPONSE SHALL RESULT IN DISQUALIFICATION OF BID.

Schedule 2 (Cont.)

5. Lead Delivery - TxDOT shall reimburse vendor for actual postage used and billed on each monthly invoice.

	Unit Price	Quantity	Total
Cost for Label Sheets Per Thousand, 1,501 to 3,000 per month (48 labels per sheet). Include envelopes for mailing. Ref Schedule 1, 5.3.2		72	
Minimum Label Run Charge, up to 2 per month. Ref Schedule 1, 5.4.		36	
Cost for Delivery of leads via E-mail per Advertiser, 26 to 50 per month. Ref Schedule 1, 5.7.		1,200	
Cost for leads via diskette per diskette, up to 30 per month. Ref Schedule 1, 5.9.		720	
Shipping and Handling for Leads on diskette, up to 30 per month. Includes disks, envelopes, etc. Ref Schedule 1, 5.11.		720	
Cost per incident for providing duplicate leads or resending leads, up to 2 per month. Labor costs only. Ref Schedule 1, 5.13.		36	

6. Hard Copy of Reports – Based on 5 Copies Per Month

	Unit Price	Quantity	Total
Cost Per Report, up to 5 per month. Ref Schedule 1, 6.1.		120	

7. Per hour Charge for Producing Special Reports

	Unit Price	Quantity	Total
Charge for Producing Special Reports. Ref Schedule 1, 7.1.		36	

GRAND TOTAL _____

*****IMPORTANT*****

The quantities shown on this Evaluation of Basis for Award will be used only for Bid Evaluation purposes. These quantities are estimated. TxDOT does not guarantee to purchase any minimum quantities. TxDOT estimates that the total amount of purchase order to be awarded will not exceed \$25,000.00 for a one-year period.

RESPONDENTS NAME: _____

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

SCHEDULE 3 (cont.)

**THIS SHEET MAY BE DUPLICATED AND ADDITIONAL INFORMATION ADDED.
ANY ADDITIONS SHALL BE REFERENCED AS SCHEDULE 3**

7. Provide a list and sample of the reports that are available to TxDOT at no extra charge.

8. Provide a list of other services that are available to TxDOT not already covered in this IFB.

RESPONDENTS NAME: _____

**THIS PAGE SHALL BE RETURNED WITH THE BID. FAILURE TO DO SO
SHALL RESULT IN DISQUALIFICATION.**

**SCHEDULE 4
DISASTER RECOVERY PLAN**

**THIS SHEET MAY BE DUPLICATED AND ADDITIONAL INFORMATION ADDED.
ANY ADDITIONS SHALL BE REFERENCED AS SCHEDULE 4.**

Provide a description of the disaster plan per paragraph 5.8.

Respondent Name: _____

**THIS PAGE SHALL BE RETURNED WITH THE BID.
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION.**

**SCHEDULE 5
REFERENCES**

**CUSTOMERS FOR WHOM THE RESPONDENT HAS PERFORMED READER SERVICE
WITHIN THE LAST 24 MONTHS**

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

**THIS PAGE SHALL BE RETURNED WITH BID.
FAILURE TO RETURN THIS PAGE WITH THE BID RESPONSE MAY RESULT IN DISQUALIFICATION OF BID.**

SCHEDULE 5 (cont.)

4. Name of Organization:	
Street Address:	
City, State, and Zip Code:	
Name and Title of Person to Contact:	
Telephone Number:	Fax Number:
Email Address:	
Description of Services:	
5. Name of Organization:	
Street Address:	
City, State, and Zip Code:	
Name and Title of Person to Contact:	
Telephone Number:	Fax Number:
Email Address:	
Description of Services:	

RESPONDENTS NAME: _____

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

**SCHEDULE 6
CUSTOMER SERVICE REPRESENTATIVES**

Contact names and phone numbers of customer service representatives and their qualifications that will be working on the TxDOT account.

THIS SHEET MAY BE DUPLICATED AND ADDITIONAL INFORMATION ADDED. ANY ADDITIONS SHALL BE REFERENCED AS SCHEDULE 6

1.
Contact/Title:
Company:
Street Address:
City, State & Zip Code
Telephone & Fax Numbers:
Years with Company:
Qualifications:

2.
Contact/Title:
Company:
Street Address:
City, State & Zip Code
Telephone & Fax Numbers:
Years with Company:
Qualifications:

3.
Contact/Title:
Company:
Street Address:
City, State & Zip Code
Telephone & Fax Numbers:
Years with Company:
Qualifications:

Respondent Name _____

**THIS PAGE SHALL BE RETURNED WITH THE BID.
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION.**

**SCHEDULE 7
SUBCONTRACTORS LIST**

Subcontractor names and phone numbers who will be working on the magazine account.

1.	Contact/Title:	
	Company:	
	Street Address:	
	City, State & Zip Code:	
	Telephone & Fax Numbers:	
2.	Contact/Title:	
	Company:	
	Street Address:	
	City, State & Zip Code:	
	Telephone & Fax Numbers:	
3.	Contact/Title:	
	Company:	
	Street Address:	
	City, State & Zip Code:	
	Telephone & Fax Numbers:	
4.	Contact/Title:	
	Company:	
	Street Address:	
	City, State & Zip Code:	
	Telephone & Fax Numbers:	
5.	Contact/Title:	
	Company:	
	Street Address:	
	City, State & Zip Code:	
	Telephone & Fax Numbers:	
6.	Contact/Title:	
	Company:	
	Street Address:	
	City, State & Zip Code:	
	Telephone & Fax Numbers:	

Respondent Name _____

**THIS PAGE SHALL BE RETURNED WITH THE BID.
FAILURE TO DO SO MAY RESULT IN DISQUALIFICATION.**

**ATTACHMENT A
MINIMUM REQUIREMENTS**

(Provided For Information Purposes Only)

Company Name: _____

Checked by: _____

Minimum Requirements/Submission	Meets Minimum Requirements		Notes
	Yes	No	
1. Signed, dated, priced original Invitation for Bid (IFB) Original and three copies provided			
2. Company History			
3. Schedule 1 – Price Schedule (If not returned disqualified)			
4. Schedule 2 – Evaluation of Basis for Award (If not returned disqualified).			
5. Schedule 3 – Description of Services, Including Reports.			
6. Schedule 4 – Disaster Recovery Plan.			
7. Schedule 5 – References			
8. Schedule 6 – Customer Service Representatives. Note CSR shall have a minimum of five years experience and a minimum of two years with company.			
9. Schedule 7 – Subcontractors List			
10. Completed HUB Subcontracting Plan			

RESPONDENT WILL SUBMIT WITH RESPONSE INFORMATION.

FAILURE TO SUBMIT THE ITEMS LISTED ABOVE MAY RESULT IN THE SOLICITATION BEING DECLARED NON-RESPONSIVE.

**ATTACHMENT B
EVALUATION MATRIX-EVALUATION OF BIDS**

(PROVIDED FOR INFORMATION ONLY)

Rate the vendor from 1 to 5, using the following criteria to indicate to what level you agree with the statements below, as they relate to the vendor's bid submission.

5 = STRONGLY AGREE

4=MOSTLY AGREE

3=AGREE

2=DISAGREE

1=STRONGLY DISAGREE

HISTORY, SERVICES AND REFERENCES	SCORE	WEIGHT	POINTS
Vendor has demonstrated that they have a history in the business of Reader Service. 10.2 para. 4	1 2 3 4 5	X 5	
Vendor's references are well satisfied with the vendor's level of service. 10.4. Have been with the vendor for a long duration of time. Also, the vendor's references are similar to TxDOT's publications.	1 2 3 4 5	X 5	
Vendor has included a description of their complete Reader Service. (Schedule 3)	1 2 3 4 5	X 5	
Vendor has provided a list of their computer equipment, their file update policy and is capable of providing leads in hard copy, on-line via email, and by "click-through" (Schedule 3)	1 2 3 4 5	X 25	
Vendor has provided a listing of all reports that are provided at no additional cost and methods of distribution. (Schedule 3)	1 2 3 4 5	X 5	
The vendor's CSR are knowledgeable and have a history of working in this business including any subcontractors, if any. (Schedule 6)	1 2 3 4 5	X 10	
The vendor has provided a disaster recovery plan including their subcontractors, if any and the plan is concise. (Schedule 4)	1 2 3 4 5	X 5	
TOTAL EVALUATION POINTS SCORED			

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

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

- 11.3. Neither the respondent nor the firm, corporation, partnership, or institution represented by the respondent, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the solicitation made to any competitor or any other person engaged in such line of business.
- 11.4. The respondent has not received compensation for participation in the preparation of the specifications for this solicitation.
- 11.5. Under TGC, Title 5, Subtitle D, Section 231.006, Family Code (relating to child support), the individual or business entity named in this solicitation is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.
- 11.6. Respondent certifies that they are in compliance with TGC, Title 6, Subtitle A, Section 618.001, relating to contracting with an executive of a state agency. If Section 618.001 applies, respondent will provide the following information as an attachment to this solicitation response: Name of former executive, name of state agency, date of separation from state agency, position with respondent, and date of employment with respondent.
- 11.7. The response includes the names and Social Security Numbers of each person with a minimum of 25% ownership of the business entity submitting the response. Respondents that have pre-registered this information on the 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/insdot/orgchart/gsd/purchasing/purchasing.htm>
13. **VENDOR EXCEPTIONS OR CONDITIONED RESPONSES:** Vendor exceptions and/or terms and conditions attached to a response will not be considered unless specifically referred to and clearly identified as such within the response.
NOTE: Such exceptions and/or terms and conditions may result in disqualification of the response (e.g., response with the laws of a state other than Texas, requirements for prepayment, limitations on remedies, etc.).
14. **DISPUTE RESOLUTION:** TxDOT has established a dispute resolution process under 43 TAC § 9.1 to attempt to resolve all disputes that may arise between the department and the vendor under any purchase order resulting from this solicitation. The dispute resolution process provided for in TGC, Title 10, Subtitle F, Chapter 2260 must be used by TxDOT and the vendor to attempt to resolve all disputes arising under this contract.
15. **VENDOR PERFORMANCE:** Vendors are advised that performance will be reported to the 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."



INSTRUCTIONS TO RESPONDENTS

THE ATTACHED SOLICITATION SHOULD BE RETURNED AS FOLLOWS:

Note: When mailing or hand carrying your response, please use the attached label provided and place label in the lower left-hand corner of the sealed mailing envelope.

US 1st CLASS MAIL

USE: Texas Department Of Transportation
General Services Division-
RA Bldg. 150
125 East 11th Street
Austin TX 78701-2483

OR
COURIER SERVICE
CERTIFIED MAIL
EXPRESS MAIL

USE: Texas Department of Transportation
General Services Division
200 East Riverside Drive
Austin TX 78704

OR
HAND DELIVERY

USE: Texas Department of Transportation
General Services Division
150 East Riverside Drive, 3rd Floor, North Tower
Room 3C.1
Austin TX 78704

OR
FAX TO:

(512) 416-3482 (Fax Number for Bids)

USE OF NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING CODE

TxDOT uses the National Institute of Governmental Purchasing, Inc., (NIGP) code, for internal purposes. The Texas Building and Procurement Commission (TBPC) code listed **next to** the NIGP code is the **only code** used to select vendors from our Master Vendor file. Our Master Vendor file duplicates the TBPC Centralized Master Bidders List (CMBL) file.

You, as a TxDOT vendor, need only be concerned with being listed on the CMBL file for the applicable TBPC class and item you wish to provide.

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



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
- Check the “Check if not applicable” box at the top 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
- Check the “Check if not applicable” box at the top off 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
- Check the “Check if not applicable” box at the top 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 Texas Building and Procurement Commission's (TBPC) 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 Texas Building and Procurement 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 TBPC 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 TBPC. 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.

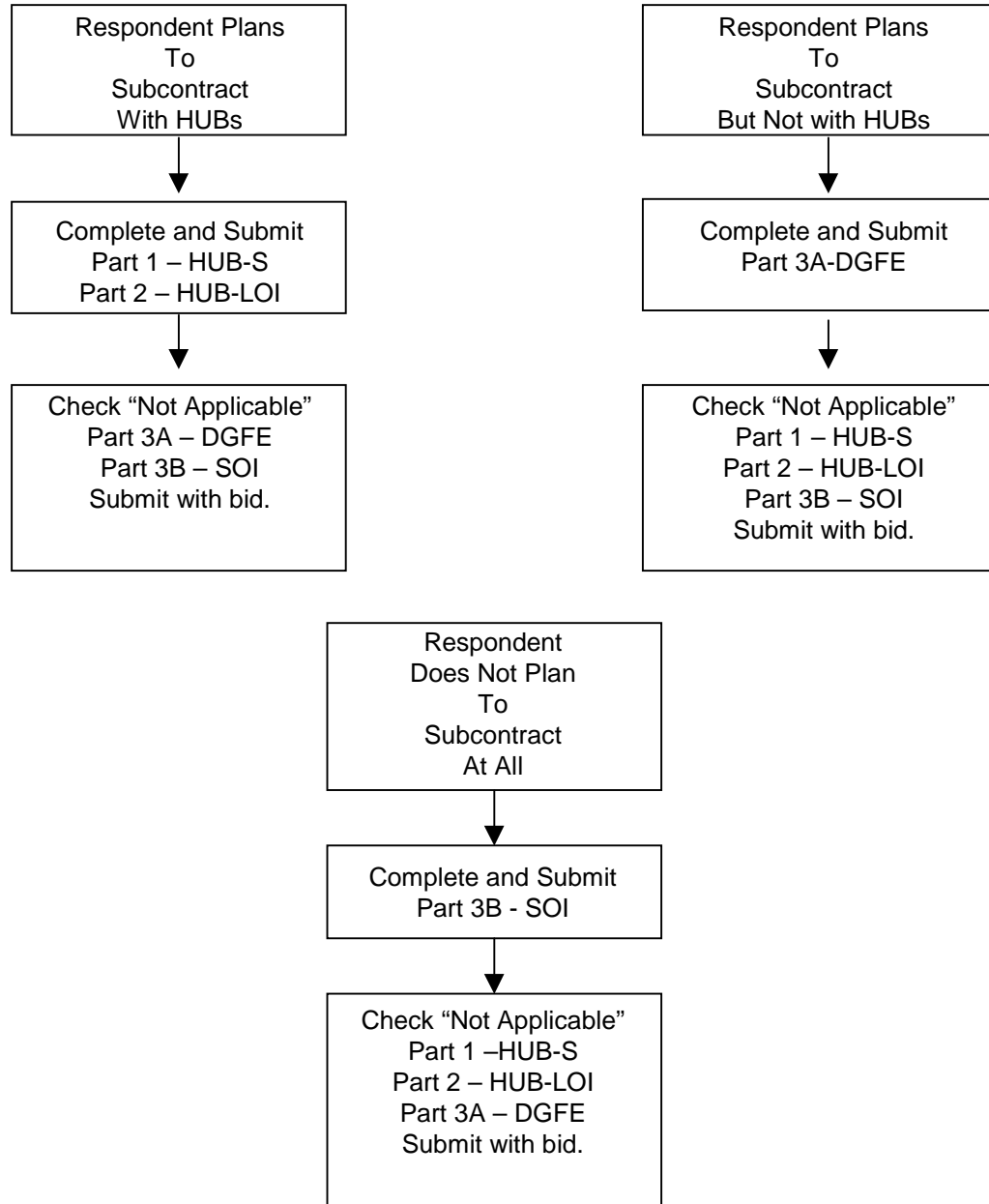
TxDOT may request payment documentation in accordance with the TBPC HUB Rules, and the HUB Subcontracting Plan that confirms the performance of the contractor/vendor.

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

NOTE: All Forms may be completed electronically and returned as an attachment with a response.



DO NOT SUBMIT THIS INSTRUCTION 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.

Check if not applicable.

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 TBPC 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 TBPC certified enter Vendor Identification Number: If not TBPC 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 TBPC certified enter Vendor Identification Number: If not TBPC 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 TBPC certified enter Vendor Identification Number: If not TBPC 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 TBPC certified enter Vendor Identification Number: _____ If not TBPC 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 TBPC certified enter Vendor Identification Number: _____ If not TBPC 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 TBPC certified enter Vendor Identification Number: _____ If not TBPC 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 TBPC certified enter Vendor Identification Number: _____ If not TBPC 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 TBPC certified enter Vendor Identification Number: _____ If not TBPC 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 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.

Check if not applicable.

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 responsive and the best value respondent;
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.

Check if not applicable.

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 Texas Building and Procurement Commission in accordance with the Texas Building and Procurement 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

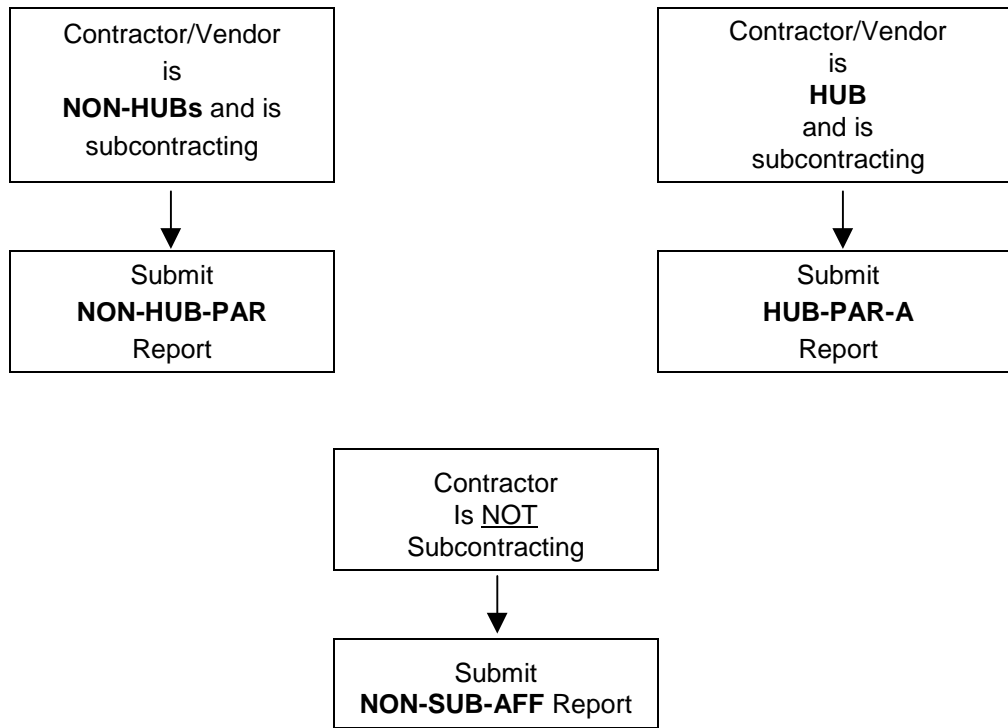
Signature of Contractor Vendor

Date: _____

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



NON-HUB SUBCONTRACTING PLAN REPORTING INSTRUCTIONS



DO NOT SUBMIT THIS INSTRUCTION PAGE WITH BID.



**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.) _____



**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	TBPC 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.) _____