



**Texas Department of Transportation (TxDOT)
Special Terms and Conditions for The Purchase of Services**

Form 1994
(Rev. 1/2000)
(Electronic version GSD-EPC Word 97)
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1.0 General:

- 1.1 If applicable to the service, TxDOT recommends that the bidder visit the site and examine the spaces and/or equipment to be serviced. The bidder 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 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.
- 1.3 The vendor shall be responsible for damage to TxDOT's equipment, and/or the workplace and its contents, by its work, by its negligence in work, by its personnel, or by its equipment. The vendor shall be responsible and liable for the safety, injury, and health of its working personnel while its employees are performing service work.
- 1.4 The vendor shall provide all labor and equipment necessary to perform the service. All employees of the vendor shall be no less than 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.
- 1.5 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 duty.
- 1.6 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 the service is prohibited. Violation of this requirement shall constitute grounds for termination of the service. In addition, vendor employees shall observe TxDOT's policy which prohibits smoking in all TxDOT buildings.
- 1.7 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.
- 1.8 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.

2.0 Abandonment or Default:

- 2.1 A vendor who abandons or defaults the work on the purchase order and causes TxDOT to purchase the services elsewhere will not be considered in the readvertisement of the service and may not be considered in future bids for the same type of work unless the scope of work is significantly changed.
- 2.2 If the vendor defaults on the service, TxDOT reserves the right to cancel the purchase order without notice and either rebid or reaward the purchase order to the next lowest responsive and responsible bidder.
- 2.3 The purchase order is void if sold or assigned to another service 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.

3.0 Cancellation:

- 3.1 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 bid 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.
- 3.2 The purchase order 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.

4.0 Responsibility for Damage Claims: The vendor agrees to indemnify and save harmless TxDOT and its agents and employees from all suits, actions, or claims and from all liability and damages for any and all injuries or damages sustained by any person or property in consequence of any neglect in the performance of the purchase order by the vendor and from any claims or amounts arising or recovered under the Worker's Compensation Laws, Chapter 101, VTCA, Civil Practice and Remedies Code, or any other laws. Vendor shall further so indemnify and be responsible for all damages or injury to property of any character occurring during the prosecution of the work resulting from any act, omission, neglect, or misconduct of the vendor, his/her agent, and employees, in the manner or method of executing the work, or from failure to execute the work properly, or from defective work or materials. Vendor shall not be released from these responsibilities until all claims have been settled and suitable evidence to that effect has been furnished to TxDOT.

5.0 Competence of Vendor:

- 5.1 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.
- 5.2 A bid received by a company whose services have been documented as unsatisfactory and/or whose services have documented problems pending resolution in TxDOT may not be considered.

6.0 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.

7.0 Applicable Laws: The purchase shall be governed by the laws of the state of Texas.

8.0 Compliance with Laws: 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 without limitation, 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.

9.0 Renewal of Services: The purchase order may be renewed for an additional period of time not to exceed the original service period, provided both parties agree in writing to do so prior to the expiration of the purchase order. The renewed purchase order shall be for the original price, terms and conditions, and any approved changes.

10.0 Compliance: This service shall be performed in accordance with the purchase specifications. TxDOT will decide all questions which may arise as to the quality or acceptability of work performed, the manner of performance and the rate of progress of the work, the interpretation of the specifications, and the acceptable fulfillment of the service on the part of the vendor.

11.0 Payment: Payments will be made in accordance with the Texas Prompt Payment Law, Government Code, Subtitle F, Chapter 2251. Payment will be made in accordance with one of the following methods which is specified on the solicitation document.

11.1 The service was completed to the satisfaction of TxDOT, and within 30 days from receipt of a correct invoice or billing statement.

11.2 On a monthly basis and within 30 days from receipt of a correct invoice or billing statement.

11.3 As otherwise stated in the specifications or on the solicitation document.

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

12.0 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 12.3 and 12.4. A **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.

12.1 WORKERS' COMPENSATION INSURANCE: Amount - Statutory, Texas

12.1.1 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.

12.2 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.

12.3 COMMERCIAL GENERAL LIABILITY INSURANCE — Bodily Injury/Property Damage each occurrence and in the aggregate:

12.3.1 \$325,000 **OR**

12.3.2 \$150,000

12.4 TEXAS BUSINESS AUTOMOBILE POLICY

Amounts - Bodily Injury	\$100,000 each person
	\$300,000 each occurrence
Property Damage	\$ 25,000 each occurrence

13.0 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 hereunder 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.