



TEXAS DEPARTMENT OF TRANSPORTATION
GENERAL TERMS AND CONDITIONS

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

1. BIDDING REQUIREMENTS:

- 1.1 Our system requires pricing per unit shown and extensions. If a trade discount is shown on bid, it should be deducted and net line extensions shown. Bidder guarantees product offered will meet or exceed specifications identified in this Invitation For Bid.
- 1.2 Bids should be submitted on this form. Each bid should be placed in a separate envelope completely and properly identified. Bids must be time stamped in our Mail Room before the hour and date specified for the bid opening.
- 1.3 Late bids properly identified will be returned to bidder unopened. Late bids will not be considered under any circumstances.
- 1.4 Quote F.O.B. destination. If otherwise, show exact delivery costs and terms.
- 1.5 Bid prices are requested to be firm for Agency acceptance for 30 days from bid opening date. "Discount from list" bids are not acceptable unless requested. Cash discount will not be considered in determining the low bid. All cash discounts offered will be taken if earned.
- 1.6 Bid should give Payee ID Number, full firm name and address of bidder. Failure to manually sign bid will disqualify it. Firm name should appear on each page of bid.

The Payee ID Number is the taxpayer number assigned and used by the Comptroller of Public Accounts of Texas. If this number is not known, complete the following:

1. ____ - ____ - ____ - ____ - ____
Enter your Federal Employer's Identification Number.
 2. ____ - ____ - ____ - ____ - ____
Sole owner must also enter Social Security Number.
- 1.7 Bid cannot be altered or amended after opening time. Any alterations made before opening time should be initiated by bidder or his authorized agent. No bid can be withdrawn after opening time without approval by the Agency based on a written, acceptable reason.
 - 1.8 Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificate will be furnished by the Agency on request.
 - 1.9 The State reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid to best serve the interests of the State.
 - 1.10 Consistent and continued tie bidding could cause rejection of bids by the Agency and/or investigation for antitrust violations.
 - 1.11 Facsimile (FAX) bids may be submitted if a FAX number is provided on Invitation For Bid. All FAX bids must be signed in space provided on front page of bid. The State shall not be responsible for bids being received late, illegible, incomplete or otherwise nonresponsive due to failure of electronic equipment or operator error.

2. SPECIFICATIONS:

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

- 5. **INSPECTIONS AND TESTS** — All goods will be subject to inspection and test by the State to the extent practicable at all times and places. Authorized Agency personnel shall have access to any supplier's place of business for the purpose of inspecting merchandise. Tests shall be performed on samples submitted with the bid or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used and the cost of the testing shall be borne by the supplier. Goods which have been delivered and rejected in whole or in part may at the State's option, be returned to the vendor or held for disposition at vendor's risk and expense. Latent defects may result in revocation of acceptance.
- 6. **AWARD OF PURCHASE ORDER** — A response to an Invitation For Bid is an offer to contract with the Agency based upon the terms, conditions and specifications contained in the Invitation For Bid. Bids do not become contracts unless and until they are accepted through an authorized Agency designee through a purchase order. The contract shall be governed, construed and interpreted under the laws of the State of Texas.
- 7. **PAYMENT** — Vendor shall submit two copies of an itemized invoice showing the purchase order number, payee I.D., remit to address, and phone number on all copies.
- 8. **PATENTS OR COPYRIGHTS** — The contractor agrees to protect the State from claims involving infringement of patent or copyrights.
- 9. **VENDOR ASSIGNMENTS** — Vendor hereby assigns purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States (15 U.S.C.A. Section 1, et seq. [1973]), and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to bid invitations must give requisition number, codes and opening dates.
- 10. **BIDDER AFFIRMATION** — Signing this bid with a false statement is a material breach of contract and shall void the submitted bid or any resulting contracts, and the bidder shall be removed from all bid lists. By signature hereon affixed, the bidder hereby certifies that:
 - 10.1 the bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.
 - 10.2 the bidder is not currently delinquent in the payment of any franchise tax owed the State of Texas under Chapter 171 TAX Code.
 - 10.3 neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.
 - 10.4 the bidder has not received compensation for participation in the preparation of the specifications for this Invitation For Bid.
 - 10.5 under Section 231.006, Family Code (relating to child support), the bidder certifies that the individual or business

entity named in this bid is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

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

Enter name above and Social Security Number below

____ - ____ - ____ - ____ - ____

Enter name above and Social Security Number below

____ - ____ - ____ - ____ - ____

Enter name above and Social Security Number below

____ - ____ - ____ - ____ - ____

Enter name above and Social Security Number below

____ - ____ - ____ - ____ - ____

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

10.8 Bidder agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

11. NOTE TO BIDDERS

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

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

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

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 this purchase order.

12. DAMAGE CLAIMS

The vendor shall defend, indemnify, and hold harmless the State of Texas, all of its officers, agents and employees from and against all claims, actions, suits, demands, proceedings costs, damages, and liabilities, arising out of, connected with, or resulting from any acts or omissions of contractor or any agent, employee, subcontractor, or supplier of contractor in the execution or performance of this contract.