

TEXAS DEPARTMENT OF TRANSPORTATION  
GENERAL SERVICES DIVISION

PREPARED BY: JESS R. CASTILLEJA, CPPB  
FAX NUMBER: (512) 416 – 2152  
E-MAIL: Jcastill@mailgw.dot.state.tx.us

SPECIFICATION NO\*  
TxDOT 990-46-86  
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SECURITY GUARD SERVICE

PUBLICATION

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SPECIFICATION

1. SCOPE: This specification provides services to provide on-site security guard personnel as stated on IFB.
2. PRE-BID INSPECTION: The bidders shall carefully examine these specifications and secure from TxDOT additional information, if necessary, that may be requisite to a clear and full understanding of the tasks/duties of the uniformed unarmed security guards for the various locations. Prior to submitting a bid, bidders are requested to inspect the buildings and review the specifications with the TxDOT representative. Bidders should contact the TxDOT representative shown on the IFB to make arrangements for these inspections.
3. HOURS AND WORKDAYS: Hours and workdays will be shown on the Invitation for Bid (IFB).
4. LOCATION OF SERVICE: The number of uniformed, unarmed/armed or plain-clothes security guards, lead guards and/or supervisor's at various TxDOT location(s) will be shown on the face of the IFB.
5. LEGAL REQUIREMENTS AND PERMITS: The vendor shall hold a valid license issued by and be in good standing with the Texas Board of Private Investigators and Private Security Agencies and other licenses, permits, etc., required by local ordinances. License number(s) shall be indicated on the IFB. Failure to provide License Number on IFB may result in disqualification.
6. REFERENCES: References shall be submitted with IFB. Bidders shall list a minimum of three references. Any negative responses received from references may disqualify your IFB for further consideration
7. BIDDER QUALIFICATIONS: Bidders shall be regularly engaged in the security guard business.
8. SERVICE REQUIREMENTS
  - 8.1. Security guards utilized for this service shall meet the following requirements:
    - 8.1.1. High School graduate or GED
    - 8.1.2. Minimum of one year experience as a security guard (NO EXCEPTIONS)
    - 8.1.3. Fluent in English with ability to receive, give, and understand written and verbal instructions.
    - 8.1.4. Ability to communicate BOTH orally and in writing
    - 8.1.5. Good telephone answering skills
    - 8.1.6. Maintain a neat and orderly appearance
    - 8.1.7. Ability to follow written procedures
    - 8.1.8. Ability to prepare written reports conveying complete and accurate information.
    - 8.1.9. Wear appropriate uniform and carry all equipment necessary for a performance security service.

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\* This Specification Supersedes Specification No. TxDOT 998-46-86, Revised February, 1999.

- 8.2. VENDOR PERSONNEL: Vendor shall provide the names of all its security guard personnel and any replacements that will perform under the purchase order. Vendor shall submit a letter to the TxDOT representative verifying that each individual meets TxDOT's security requirements and certify that the individuals have received a minimum of eight hours on TxDOT security procedures training prior to being assigned to a shift at any TxDOT location. Vendor shall update the assigned list as changes occur, or on a quarterly basis and provide the revised copy to the TxDOT representative. TxDOT representative will have final approval as to which individuals may be assigned to TxDOT various locations.

9. DESCRIPTION OF SERVICES

- 9.1. Upon issuance of purchase order, the vendor shall meet with TxDOT designated representative and mutually establish security guard procedures/instructions for each post. This will be strictly adhered to by assigned Security Guards.
- 9.1.1. The security guards shall comply with these established post instructions. (see example)
- 9.2. Vendor shall be solely responsible to ensure security guard(s) are on time and at their TxDOT duty location as scheduled.
- 9.3. Security guard shall be performing various duties on each shift. Once individuals are trained, the same individual shall be utilized. If a new security guard is provided, the vendor shall ensure that the individual is properly trained on TxDOT security procedures for a minimum of eight hours PRIOR to assigning them to TxDOT locations.
- 9.4. Assign security guard to perform entry/exit control duties to include, but not limited to signing in/out visitors, vendors, guests on specified in/out registers
- 9.5. No unauthorized personnel shall be permitted on TxDOT grounds and or facilities at any time.
- 9.6. Lock/unlock doors, gates or as specified.
- 9.7. Patrol interior/exterior of buildings, grounds, and state vehicles at irregular intervals.
- 9.8. Monitor all security systems but not limited to burglary files, CCTV systems and applicable.
- 9.9. Report maintenance problems to Building Manager and annotate in Daily Activity Log.
- 9.10. Complete a daily security report and ensure that all activity occurring during shift is recorded plus any unusual/suspicious activity.
- 9.11. Escort employee's to/from their vehicle when requested.
- 9.12. In case of prowler, fire, break-in or other emergency calls 911 and designated TxDOT representative.
- 9.13. Check all boxes and/or containers taken out of the building to ensure that state property is not removed by unauthorized personnel.
- 9.14. Perform other duties to include:
- 9.14.1. Taking phone messages assigning state vehicle and maintains keys/log, issuing keys.
- 9.14.2. Receipt of incoming mail, fax, carrier delivery (Fed/Ex only).
- 9.14.3. Report any Safety Hazardous Conditions.
- 9.15. At some designated locations, security guards shall be issued Building Entry Access Cards in the performance of their duties.
- 9.16. Provide the security guard with a dependable company vehicle w/company logo at designated TxDOT locations for patrol services.
- 9.17. Have security guards check-in by phone hourly to their dispatcher or supervisor.
- 9.18. Change of post orders or special request for security personnel will be in writing and signed by designated TxDOT Security Manager.

10. CCTV MONITORING SYSTEM: When such a system is installed and indicated on the IFB, the security guards shall view the TV monitor for specific buildings and or areas as much as possible when not performing other duties and shall immediately report suspicious, criminal, or unusual activity at designated TxDOT location to their local Police Department and TxDOT security representative. **NOTE**: The guard on duty at midnight each day shall be responsible for changing the tapes to the VCR in each building.
11. SECURITY GUARD SUPERVISION: The vendor's on-duty supervisor and all security guards shall be knowledgeable of the specification requirements of this service and shall insure that strict compliance with the specification is continually maintained.
  - 11.1. Monitoring contractors at TxDOT Facilities.
  - 11.2. Security guard supervisor shall make on site inspections as determined by need and agreed upon by the vendor and TxDOT representative during each shift to verify that security guards are on duty and complying with the specifications.
  - 11.3. The supervisor shall make at least one physical check of the security guard once every eight hours. The vendor shall be responsible for relieving the security guard for lunch, breaks, or any time the security guard is away for his/her location for more than ten minutes period. The supervisor shall report the time of the check was completed on the daily security report.
  - 11.4. The vendor's contract manager shall maintain continuous awareness of the quality and completeness of the work performed by its employees.
  - 11.5. The vendor's contract manager shall be required to check on the guard and check the premises with TxDOT's representative upon request.
12. INSPECTION BY TxDOT: Daily random security inspections of security procedures and security personnel shall be made by the TxDOT representative. The TxDOT representative has authority to notify the vendor of security infractions and/or problems noted. However, TxDOT representatives do not have authority to alter the terms and conditions of the purchase order. All discrepancies noted to the vendor by the TxDOT representative shall be corrected within 24 hours.
13. REPLACEMENT OF INDIVIDUALS
  - 13.1. TxDOT reserves the option to request replacement of any individual during the service period.
  - 13.2. Security Guards shall not work more than two consecutive eight hour shifts
14. ADDITIONAL GUARDS/LOCATIONS: TxDOT reserves the right to add or delete security guard(s) and service location(s) from the purchase order upon ten days written notice. For contractors, 48 hours notice shall be provided.
15. CONFIDENTIALITY: All information is confidential. TxDOT business shall not be disclosed to any individual, corporation, news entity or any other government agency at any time without prior written TxDOT approval.
16. NONCOMPLIANCE OF WORK HOURS: If a vendor fails to have a security guard on duty at their TxDOT specified work location at the scheduled time for any three times during a 12 month period, TxDOT may at its discretion cancel the purchase order for non-performance.
  - 16.1. Vendor shall provide a local Austin Texas, 24 hour, 7 days a week phone number of contract manager or Security Liaison Officer to call for assistance in providing a security guard replacement or correct any security guard problems.
  - 16.2. If a security guard(s) are unable to report to duty as scheduled, the vendor shall contact TxDOT representative within 30 minutes. In some cases, TxDOT representative will notify vendor of security guard no show and vendor shall provide a trained security guard(s) replacement within hour.
  - 16.3. For each hour, a TxDOT security guard is used to cover the security guard position left unguarded by the vendor, TxDOT will deduct the current TxDOT security guard wage rate until the guard position is manned by the vendor as specified by this specification.
  - 16.4. Security guards showing up for work with alcohol smell or out of uniform will not be allowed to stay on duty. Vendor shall be responsible for immediate replacement of the guard until the next scheduled guard arrives for duty.
  - 16.5. If guards are observed sleeping while on duty, their supervisor will be contacted immediately and this may result in further disciplinary actions by TxDOT.

17. CONSUMER PRICE INDEX ADJUSTMENTS: PRICE increases for the first and second extension periods will be based on the CPI-W (consumer price index - Wages). The State of Texas will permit "unit price" adjustments upwardly or downwardly when correlated with the price index specified herein. Unless otherwise indicated, the price index shall be the specified index as published by the Bureau of Labor Statistics, Washington, D.C 20212. The baseline index shall be the index announced for the month in which the bids opened. Unit prices may be adjusted for each renewal period in accordance with changes in index. The allowable percent change shall be calculated by subtracting the baseline index from the index announced for the month in which the renewal option is exercised and dividing the result by the baseline index. The allowable percent change shall be rounded to the nearest one-hundredth of one percent and shall be the maximum unit price adjustment permitted, except that the vendor may offer price decreases in excess of the allowable percent change.
18. PAYMENT VERIFICATION: In order to verify that security guard personnel are paid the minimum wage required by the purchase order, TxDOT requires that the vendor shall submit verification of such payment with each invoice. Verification documents are to be in the form of paycheck receipts, payroll records, etc. Payment will be held pending receipt and verification of documents.
19. OVERTIME: TxDOT will not pay off-shift or overtime rates for this service.
20. VIOLATIONS: TxDOT will not tolerate repetitive violations and noncompliance's of the terms, conditions and specifications as stated in the purchase order. TxDOT will be the sole judge after evaluating any violation or infraction of these services. TxDOT will notify contract vendor of any infractions by letter and the vendor shall prepare a written reply to the designated TxDOT representative within two days as to the appropriate action taken to prevent this violation/discrepancy from reoccurrence.
21. AWARD: Award will be based on experience information submitted, reference check results, and low total bid based on what is in the best interest of TxDOT.

## EXAMPLE OF SECURITY GUARD POST INSTRUCTIONS

SECURITY BRANCH  
PROCEDURE 3.43

Revised:  
January 2, 1999

### BUILDING #1 SECURITY GUARD PROCEDURES

1. PURPOSE: The purpose of this procedure is to provide Texas Department of Transportation (TxDOT) contracted security officers with guidance in the performance of their duties and responsibilities.
2. RESPONSIBILITY: It is the responsibility of all TxDOT contracted security personnel to familiarize themselves and comply with this procedure as required by TxDOT Specification No. \_\_\_\_\_.
3. GENERAL:
  - 3.1 Manning Requirements:
    - 3.1.1 There will be one contracted Security Officer on duty, in building #1, 400 Jackson, from 6:30 a.m. to 5:30 p.m. Weekends and some holidays the building will be closed and no guards required. The guard will be posted at the main entrance of the building.
4. ENTRY REQUIREMENTS DURING NORMAL WORK HOURS:
  - 4.1 All TxDOT employees, who work at the Building #1 have been issued an identification badge, which authorize them unescorted access. In addition, other TxDOT employees with valid ID badges from Main Office, Riverside, Camp Hubbard will be permitted access without having to sign in/out.
  - 4.2 All visitors and vendors must sign in/out on the log provided at the security desk. Those employees who have a valid identification badge will be exempted from signing in/out.
  - 4.3 The Security Officer will greet all visitors/vendors and assist them in locating the appropriate area. A call to the offices to be visited shall be made prior to the guard issuing a visitors badge.
  - 4.4 Employees who forget or have lost their ID Badge shall be identified by using current telephone lists provided. After identifying the person(s), they will be signed in and issued a Visitors Badge Employees will be advised to return the Visitors Badge at the end of the day.
5. AFTER HOUR ENTRY/EXIT
  - 5.1 All employees and other personnel authorized access after normal work hours have been issued a building entry card. Some employees have limited access (i.e., 6:30 a.m. to 6:30 p.m., Monday through Friday); others have various time restrictions; and some have access 24 hours a day, seven (7) days a week.
  - 5.2 THEREFORE, IT IS VERY IMPORTANT THAT ALL OFFICERS UNDERSTAND THAT EACH PERSON ATTEMPTING ENTRY AFTER NORMALWORK HOURS UTILIZE THEIR ISSUED ENTRY CARD.
  - 5.3 If the person's card will not permit entry, then the Officer shall not allow the person access. There are two (2) exceptions to this rule.
    - 5.3.1 Employees that forget their briefcase, coat, etc., from their work area and want to pick item up shall be escorted by the Officer. However, employees will not be allowed to stay in the building unescorted.
    - 5.3.2 When card readers are not working and an employee wants to enter a building to do some work, the Officer will obtain the employees entry card number and verify their access status with Camp Hubbard. Call Camp Hubbard Security and give them the card number. They in turn will check the person's status and advise if the employee is authorized access after normal work hours. If access is granted, the employee will be advised to contact the Officer of the building which he/she desire entry.
  - 5.4 Employees attempting to exit the building with cards that do not work after hours must sign out and have the Officer let them out.
- 5.5 BEGINNING DUTIES
  - 5.6 The Officer shall report for duty by 6:30 a.m., each Monday through Friday. Entrance to the building shall be gained by TxDOT Security Personnel unlocking the main entrance. Upon entering the building the Officer shall advise his/her dispatcher that they are on duty and advise Camp Hubbard Security as well.
  - 5.7 The Officer will not accept delivery of airline tickets, packages, for employees. Employees will be contacted by telephone to come to lobby to accept delivery of the above.

SECURITY BRANCH  
PROCEDURE 3.43

Revised:  
January 2, 1999

- 5.8 STATE PROPERTY REMOVAL: A list of employees authorized to take out computers and equipment from the building is attached. For any exceptions contact: (Note: GSD Security will be responsible to ensure a current list is provided when changes occur.)

Tony Olvera, Security Manager

Allan Neighbors, VTR

John Barker, TPP.

- 5.9 The Security Guard shall check all boxes and/or containers taken out of the building to ensure state property is not removed by unauthorized personnel. Any State property taken out of the building shall be signed out on the log unless prior authorization is given by Building/Security Manager.

- 5.10 The following MES personnel are excluded from the TxDOT Security requirement to sign computer equipment in/out of TxDOT buildings, or to be required to leave a copy of the minor equipment transfer form at the security desk. The individuals that routinely bring in new equipment and remove surplus equipment from all Austin Headquarters locations. (Note: MES Supervisor will be responsible to provide GSD Security Manager with any changes to this personnel list as they occur.)

Jeff Kushany, GSD

Ronald Garza, GSD

Manny Salinas III, GSD

Juan Ramos, GSD

Don Ekvall, GSD

David Santos, GSD

- 5.11 Purses, wallets briefcases, etc. are not subject to search.

- 5.12 Whenever the guard needs to be relieved for a latrine break, he/she will contact one of the persons listed on the attached list.

- 5.13 Report any card reader/alarm and any other security related problem to Camp Hubbard Security (465-7931).

- 5.14 Security Guard will control and issue/accept keys to the shuttle vehicles. You will also route Federal Express packages to the proper destination.

- 5.15 If you have any questions or encounter problems contact Camp Hubbard Security (465-7931).

6. EMERGENCIES

- 6.1 In case of a prowler, fire, break-in or other emergencies, the Security Officer shall contact Camp Hubbard Security at 465-7931.

- 6.2 For any building maintenance problems occurring during work hours, Security Officer shall contact Camp Hubbard Building Maintenance Branch at 465-7356 after normal work hours contact Camp Hubbard Security at 465-7357.

7. Security Officer shall maintain a security report/log to document activities occurring during their shift(s).

8. A duress (panic) button has been installed at the guard station to initiate an emergency response from TxDOT Security Force or Building Maintenance personnel. When the duress button is depressed a silent alarm is sent to the Security Monitor's office, Bldg. 4. Use the duress button when a situation occurs that poses a threat of imminent danger of bodily harm. When the alarm is received in Bldg. 4 an audible alarm is generated. TxDOT security personnel will contact the guard by telephone to determine if the situation is real or a false alarm. The Security Monitor will ask the guard "IS EVERYTHING ALRIGHT". If it is a false alarm the guard will indicate that to the Security Monitor. If it is an actual emergency, as described above the guard will respond to the question "IS EVERYTHING ALRIGHT" with "465-7931". The Security Monitor will hang up the phone and respond.

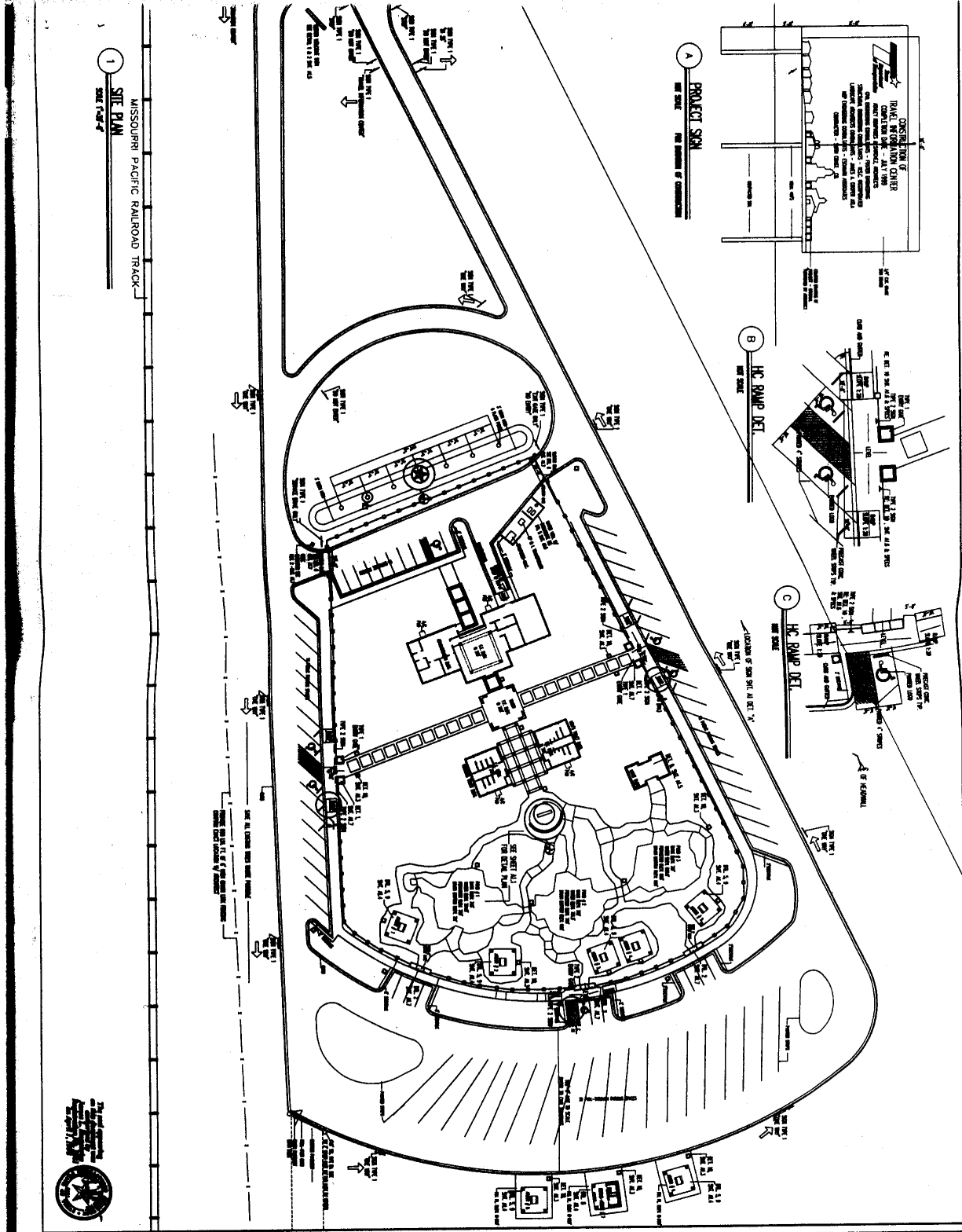
9. DELIVERIES:

- 9.1 Security Officer shall not accept delivery of airline tickets, packages, flowers, etc. for employees. The Security Officer shall contact the party concerned and have them come to the lobby to accept /sign for the delivery.

ATTACHMENT – A  
BID No. Q 44 2000 027792 000  
EXCEPTIONS TO TxDOT SPECIFICATION 990-46-86

**NOTE: The following paragraphs are not applicable: 9.4, 9.5, 9.11, 9.13, 9.14.1, 9.14.2 and 9.15.**

- 8.1.9 Security Guards shall be dressed in appropriate uniforms, including slacks, shirt, coats/jackets and tie with exposed metal badge to be recognizable to the general public while on duty. Security guards shall have access by direct radio contact to the proper law enforcement agency or the vendor's own dispatch facility. Contact to an answering service shall not be used. Each security guard shall be equipped with a cellular phone.
- 9.2. Vendor shall provide TxDOT designated representative on a weekly basis a schedule showing security guard(s) assigned to the designated Travel Information Center.
- 9.7 Security Guard shall patrol on foot the entire site, including picnic areas, parking lots, perimeter of facility and restroom areas randomly at least once per hour.
  - 9.7.1 When not patrolling, security guard shall be stationed at a location as designated by Travel Information Center Supervisor. Travel Information Center supervisor may change location at any time by providing written notice to the vendor.
- 9.8 Security Guard shall report immediately any maintenance problems that exist at the Travel Information Center to TxDOT designated representative.
  - 9.8.1 Maintenance Problems: Are defined as, but not limited to, failure of water systems, sewage systems, electrical systems or extensive vandalism to Travel Information Center facility as to endanger the general public or render the facility or portion thereof unusable.
- 9.10 Security guard shall report immediately any unusual incidents to the proper law enforcement agency. Unusual incidents are defined as, but not limited to, vandalism, destruction of property, assaults to general public, theft, suspected drug related activities, prostitution and extended loitering.
  - 9.10.1 A written report shall be submitted to TxDOT designated representative within 12 hours of any incidents reported to law enforcement agencies.
  - 9.10.2 In case of emergency, the Security guard shall contact the law enforcement agency and designated TxDOT Representative.
- 9.16 Vendor shall provide a security guard patrol vehicle that shall be parked in a prominent site as designated by TxDOT Travel Information Center supervisor. The patrol vehicle shall clearly display the company logo on the outside of the vehicle at all times while on duty or marked with lettering identifying the vehicle as a security patrol vehicle. The patrol vehicle shall be equipped with top mounted emergency flashing lights and a spotlight. No private vehicles shall be used.
- 12. First sentence to Read: Random security inspection of security procedures and security shall be made by the TxDOT designated representative.
- 16.1 Vendor shall provide a local phone number, 24 hours, 7 days a week phone of contract manager or Security Liaison Officer to call for assistance in providing a security guard replacement or correct any security guard problems.
- 18. Work performed under this TxDOT Specification shall be paid for at the unit price bid, which shall be full compensation for furnishing all labor, equipment, and incidentals necessary to perform the work. For any 15 hours shift when security patrol service required for the shift are not satisfactorily completed as determined by TxDOT District Engineer or his TxDOT designated representative 15 hours pay shall be deducted from the vendor's monthly payment. One day's pay will be determined by multiplying the hourly wage rate by number of hours (15).



1 SITE PLAN  
 MISSOURI PACIFIC RAILROAD TRACK

A PROJECT SIGN  
 SEE SHEET A-1 FOR DIMENSIONS OF CONSTRUCTION

B I/C RAMP DET.  
 SEE SHEET A-2 FOR DIMENSIONS OF CONSTRUCTION

C I/C RAMP DET.  
 SEE SHEET A-3 FOR DIMENSIONS OF CONSTRUCTION



<p>1. This drawing is the property of the Texas Department of Transportation and is loaned to you for your use only. It is not to be reproduced, copied, or distributed in any form without the written consent of the Texas Department of Transportation.</p>	<p>2. This drawing is the property of the Texas Department of Transportation and is loaned to you for your use only. It is not to be reproduced, copied, or distributed in any form without the written consent of the Texas Department of Transportation.</p>	<p><b>TRAVEL INFORMATION CENTER</b>  <b>TEXAS DEPARTMENT OF TRANSPORTATION</b></p>	<p>Issue Date: April 1, 2001      Revision:</p>
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Bidders Name: \_\_\_\_\_

**ATTACHMENT B - REFERENCES  
BID No. Q 44 2000 027792 000**

Name Organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City \_\_\_\_\_ State, \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name of Person to Contact: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX Phone No. (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Name Organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City \_\_\_\_\_ State, \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name of Person to Contact: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX Phone No. (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Name Organization: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, \_\_\_\_\_ State, \_\_\_\_\_ Zip Code: \_\_\_\_\_

Name of Person to Contact: \_\_\_\_\_

Telephone Number: (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_ FAX Phone No. (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

LIST ONLY REFERENCES THAT HAVE UTILIZED SERVICES FROM YOUR COMPANY WITHIN THE LAST 12 MONTHS.

**ANY NEGATIVE RESPONSES FROM ABOVE REFERENCES MAY DISQUALIFY YOUR BID FROM FUTHER CONSIDERATION.**

**THIS FORM MUST BE RETURNED WITH BID RESPONSE.**



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

**1. BIDDING REQUIREMENTS:**

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

**2. SPECIFICATIONS:**

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

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

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

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

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

**9. VENDOR ASSIGNMENTS** — Vendor hereby assigns purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States (15 U.S.C.A. Section 1, et seq. [1973]), and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967). Inquiries pertaining to bid invitations must give requisition number, codes and opening dates.

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

10.1 the bidder has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

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

10.3 neither the bidder nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, codified in Section 15.01, et. seq., Texas Business and Commerce Code, or the Federal Antitrust Laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business.

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

10.5 under Section 231.006, Family Code (relating to child support), the bidder certifies that the individual or business entity named in this bid is eligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

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

\_\_\_\_\_  
Enter name above and Social Security Number below

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

\_\_\_\_\_  
Enter name above and Social Security Number below

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

\_\_\_\_\_  
Enter name above and Social Security Number below

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

\_\_\_\_\_  
Enter name above and Social Security Number below

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_

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

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

#### 11. NOTE TO BIDDERS

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

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

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

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.



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

**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.



NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

# CERTIFICATE OF INSURANCE

The named contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: the Texas Department of Transportation as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the same department under coverages 2, 3 and 4. Only certificates of insurance published by this department are acceptable as proof of insurance. Commercial carriers' certificates are unacceptable.

## SECTION I - IDENTIFICATION DATA

1.1 Insured Contractor's Name		
1.2 Street/Mailing Address		
1.3 City	1.4 State	1.5 Zip
1.6. Phone Number Area Code ( ) - Ext.		

## SECTION II - TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. WORKERS' COMPENSATION	2.1 _____	2.2 _____	2.3 _____	Statutory - Texas
Endorsed with a <b>Waiver of Subrogation</b> in favor of the Texas Department of Transportation.				
3. COMMERCIAL GENERAL LIABILITY				
Bodily Injury/Property Damage	3.1 _____	3.2 _____	3.3 _____	\$325,000 combined single limit each occurrence and in the aggregate
Endorsed with the Texas Department of Transportation as an <b>Additional Insured</b> and endorsed with a <b>Waiver of Subrogation</b> in favor of the Texas Department of Transportation.				
4. TEXAS BUSINESS AUTOMOBILE POLICY				
A. Bodily Injury	4.1 _____	4.2 _____	4.3 _____	\$100,000 ea. person \$300,000 ea. occurrence
B. Property Damage	4.4 _____	4.5 _____	4.6 _____	\$25,000 ea. occurrence
Endorsed with the Texas Department of Transportation as an <b>Additional Insured</b> and endorsed with a <b>Waiver of Subrogation</b> in favor of the Texas Department of Transportation.				
5. UMBRELLA POLICY (If Applicable)	5.1 _____	5.2 _____	5.3 _____	\$ _____

## SECTION III - CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the contractor and the Texas Department of Transportation.

THIS IS TO CERTIFY to the Texas Department of Transportation, acting on behalf of the State of Texas, that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No. Area Code (____) - Ext. _____			Original Signature of Authorized Agent _____ Date _____		

## Certificate of Insurance Requirements:

Only the TxDOT's certificate of insurance forms are acceptable as proof of insurance.

The named insured on the certificate and the name of the contractor, as it appears on the contract with the TxDOT, must be the same. (**Note:** In a case where the contract is in the name of a party such as "John Jones dba Jones Construction Company," the named insured on the C.O.I. may be "Jones Construction Company" and vice versa. Also the abbreviations of "Co." for "Company" and "Inc." for "Incorporated" are acceptable.)

Over-stamping and/or typed entries made on the certificate of insurance by the agency/insuring company are unacceptable if such entries change the provisions of the certificate in any manner.

The following apply to **Workers' Compensation** coverage:

- If a contractor has *any* employees, in addition to himself/herself, then the contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance and/or ACCIDENT INSURANCE may not be substituted for WORKERS' COMPENSATION insurance.

**Commercial General Liability** insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

Bodily Injury	— \$300,000 each occurrence
Property Damage	— \$ 25,000 each occurrence
	\$ 25,000 aggregate

**Note:** This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

The coverage amount for a TEXAS BUSINESS AUTOMOBILE POLICY or Comprehensive Automobile Liability may be shown as a minimum of \$325,000 Combined Single Limit by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

This form may be reproduced. Any color paper is acceptable.

The certificate of insurance, once on file with the department, is good for subsequent contracts *provided* adequate coverage is still in effect. With an original on file, other TxDOT offices will accept copies.



# 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 General Services Commission's (GSC) 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 General Services 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 GSC certified HUBs may be electronically accessed through the Internet at <http://www.gsc.state.tx.us/cmbl/cmblhub.html>.

To obtain HUB credit, TxDOT must report its HUB subcontracting expenditures to the GSC. 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.

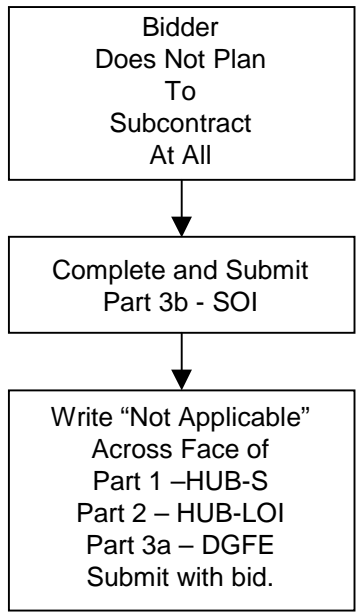
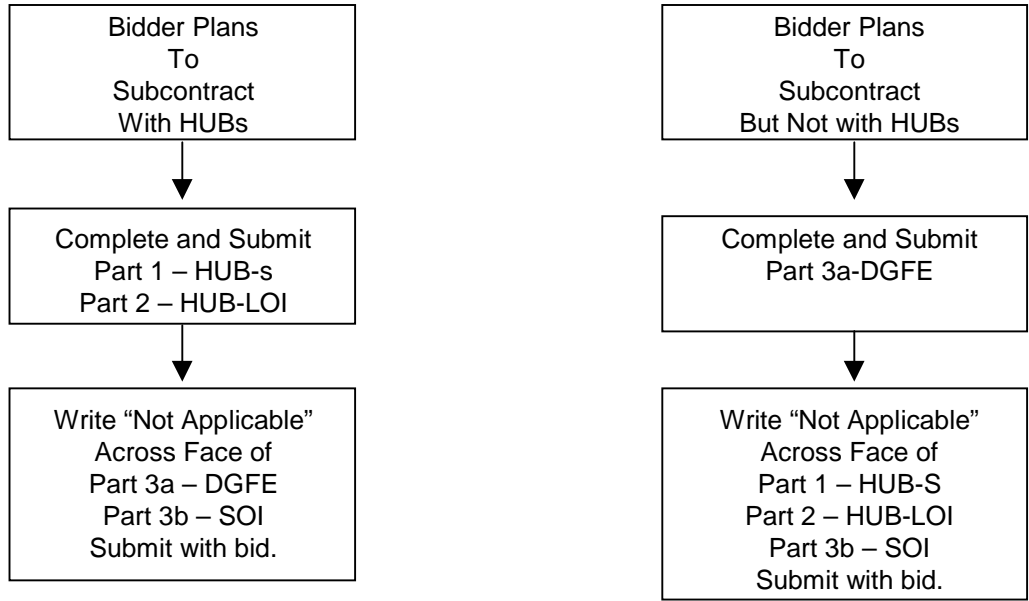
All required forms must be submitted to TxDOT in accordance with the contract specification and with the potential contractor's/vendor's bid, proposal, offer, or other applicable expression of interest. Failure to do so will cause disqualification of the bid from consideration for award.

TxDOT may request payment documentation in accordance with the GSC 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



Do Not Submit This 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.

Contractor/Vendor Name: Vendor Identification Number:

Address:

Phone: Bid Number: Contact Name:

Are you certified as a Texas HUB? Yes No
If Yes, please provide your GSC 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 GSC certified enter Vendor Identification Number: If not GSC 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 GSC certified enter Vendor Identification Number: If not GSC 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 GSC certified enter Vendor Identification Number: If not GSC 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 GSC certified enter Vendor Identification Number: \_\_\_\_\_ If not GSC 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 GSC certified enter Vendor Identification Number: \_\_\_\_\_ If not GSC 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 GSC certified enter Vendor Identification Number: \_\_\_\_\_ If not GSC 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 GSC certified enter Vendor Identification Number: \_\_\_\_\_ If not GSC 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 GSC certified enter Vendor Identification Number: \_\_\_\_\_ If not GSC 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.**

Contractor Vendor Name: \_\_\_\_\_ Vendor Identification Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Bid Number: \_\_\_\_\_ 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 the best value responsive bidder;
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.**

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 General Services Commission in accordance with the General Services 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**





**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: \_\_\_\_\_ P.O. Number: \_\_\_\_\_ Object Code (agency use): \_\_\_\_\_

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
<b>TOTAL</b>	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.) \_\_\_\_\_



## Prime Contractor Non-Subcontracting Progress Affidavit (NON-SUB-AFF)

**NON-SUB-AFF-document completed as a provision of the contract after the contract has been awarded to be compliant with the HUB Subcontracting Plan.**

In accordance with the HUB Subcontracting Plan, I \_\_\_\_\_, an authorized Representative of \_\_\_\_\_ company certify that during this reporting period, NO Subcontractors have been used on this contract.

**Printed Name of Contractor/Vendor**
**Signature of Contractor/Vendor**

Subscribed and sworn before me, the undersigned notary public, on this \_\_\_\_ day of \_\_\_\_\_, (yr.)\_\_\_\_.

(Notary Public Seal)

Notary Public: \_\_\_\_\_

My commission expires: \_\_\_\_\_

OR

**If contractors have been used, I agree to identify all subcontractors in the form below.**

Subcontractor/Supplier Name	GSC VID/Certificate Number for Subcontractor	Object Code (agency use only)	Total \$ Amount Paid This Period to Subcontractor	Total Contract \$ Amount Paid to Date
<b>TOTAL REPORTED</b>			\$	\$

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Form to be reported monthly or quarterly according to the dates below to the Business Opportunities Programs Section. 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	GSC 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
<b>TOTAL REPORTED</b>			\$	\$	\$

**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.) \_\_\_\_\_



# NON-HUB SUBCONTRACTING PLAN REPORTING INSTRUCTIONS

