



# INSTRUCTIONS TO RESPONDENTS

## THE ATTACHED SOLICITATION SHOULD BE RETURNED AS FOLLOWS:

All responses for Solicitation No. \_\_\_\_\_  
specified

must be received before the hour and date

All reference to time in the solicitation shall mean Central Time.

Email responses must be sent to \_\_\_\_\_ . Email responses must not exceed 20 MB and be in portable document format (PDF) or Excel format for pricing schedules, signed by respondent, and attached to the email to be considered for award. Emails exceeding 20 MB must be sent to \_\_\_\_\_ through managed file transfer services such as, but not restricted to, Dropbox™ . TxDOT will not be responsible for failure of electronic equipment, operator error, server delays, or system outages. Responses that are late, illegible, incomplete, file corrupted, flagged as a virus, or otherwise non-responsive will not be considered.

**Respondent must place the following in the subject line of their email submission: Solicitation Number, Company Name.**

**The response must be sent only to** \_\_\_\_\_ . Any response sent to any email address other than  
- whether directly, courtesy copy (cc), or blind copy (bcc) - will be  
considered non-responsive.

For hand delivery or courier service, United States Postal Service, Federal Express, United Parcel Service, or other mail delivery service, contact the purchaser for assistance.

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## USE OF NATIONAL INSTITUTE OF GOVERNMENTAL PURCHASING CODE

The Texas Department of Transportation (TxDOT) uses the National Institute of Governmental Purchasing, Inc., (NIGP) code to standardize purchases by conforming to the class, item, and group structure of the code. The NIGP code is used to select vendors for our master vendor file from the Texas Comptroller of Public Accounts (CPA) Centralized Master Bidders List (CMBL).

New suppliers and other vendors wishing to furnish materials, equipment, supplies and services to TxDOT should apply to be on the CMBL to receive bidding opportunities.

Existing TxDOT vendors need only be concerned that the information listed on the CMBL file is correct, and that the applicable NIGP class and item are selected for those you can provide.

**CMBL information is available online at: <https://comptroller.texas.gov/purchasing/vendor/cmbi/> or by phoning 1-512-463-3459.**

**Early Payment Program** - TxDOT is offering an important program to all respondents that provide prioritized invoice processing and payments (prior to the 30th day after receipt of a correct invoice). The program provides enrolled vendors enhanced benefits from improved invoice processing to priority handling to cash advancement and technology efficiencies.

Respondents offering a cash discount in exchange for TxDOT's priority invoice processing and early payment agreement should complete and return the attached form entitled "Priority Invoice and Early Payment Program" with the response.

Additional information may be found at the following website: <http://www.txdot.gov/business/vendors/epp.html>



# INVITATION FOR BID

Page 1

12/20/2024

SOLICITATION NO: 60133000042629

OPENING DATE 10:00 AM Jan 06, 2025

<b>To:</b> Blank Vendor X Austin TX 78701		<b>Return Sealed Response To:</b> See Body of Solicitation for <b>Specific Return Instructions</b>				
<b>VENDOR ID:</b> 999999999 - 999		<b>BUYER:</b> Skains, Courtney <b>PHONE:</b> 936/633-4340				
Shows opening date and number in lower left hand corner of sealed response envelope and show return address of vendor. Vendor agrees to comply with the solicitation below and at terms and conditions. F.O.B. destination means vendor retain title to goods until delivered and the price quoted includes all freight charges.		Delivery in _____ Days Cash Discount _____ % _____ Days				
<b>QUOTE F.O.B. DESTINATION</b>						
Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
1	<p><b>SHIP TO THE FOLLOWING LOCATION UNLESS OTHERWISE NOTED</b> SEE SPECIFIC INSTRUCTIONS FOR EACH LINE ITEM. United States SEE SPECIFIC INSTRUCTIONS FOR EACH LINE ITEM</p> <p>55091780399 DETECTION SYSTEM, VEHICLE, 4 APPROACH AC POWER PACKAGE, INCLUDES 4 SENSOR, WAVETRONIX SMARTSENSOR PART NO. WX-SS-225-4AC-650, 4 BRACKET</p> <p><b>SHIP THIS ITEM TO THE FOLLOWING LOCATION</b> WALLER-WEST HARRIS CO AE/MAINT 14838 NORTHWEST FREEWAY HOUSTON TX 77040 United States</p> <p>Smart Sensor Intersection Radar Sensor, 24.000GHz</p> <p>Example:</p> <p>Make: Wavetronix Model #: WX-SS-225</p> <p>Or TxDOT approved equal</p> <p>Respondent must indicate below the make and model of the item bid.</p> <p>Make: _____ Model: _____</p>	4.00	EA			

**IF RESPONDING, FORM MUST BE SIGNED. IF NOT RESPONDING, DO NOT RETURN THIS FORM.**

**Failure to sign  
will disqualify  
response.**

Authorized Signature

Date

Printed Name

By signing solicitation, respondent certifies that if the Texas address is shown as the address of the respondent,  
respondent qualifies as a Texas Bidder as defined in 34 T AC Rule 20.306



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Shows opening date and number in lower left hand corner of sealed response envelope and show return address of vendor. Vendor agrees to comply with the solicitation below and at terms and conditions. F.O.B. destination means vendor retain title to goods until delivered and the price quoted includes all freight charges.			Delivery in _____ Days Cash Discount _____ % _____ Days			
<b>QUOTE F.O.B. DESTINATION</b>						
Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
2	55091784714 DETECTION SYSTEM, VEHICLE, EXTENDED RANGE SMARTSENSOR ADVANCE DETECTOR USED WITH LARGE VEHICLE PRIORITY FUNCTION  <b>SHIP THIS ITEM TO THE FOLLOWING LOCATION</b> WALLER-WEST HARRIS CO AE/MAINT 14838 NORTHWEST FREEWAY HOUSTON TX 77040 United States  Smart Sensor Advance Detection System, 10.525GHz  Example:  Make: Wavetronix Model #: WX-SS-200V  Or TxDOT approved equal  Respondent must indicate below the make and model of the item bid.  Make: _____ Model: _____	2.00	EA			
3	55091550156 PARTS AND ACCESSORIES, VEHICLE DETECTOR, 9 CONDUCTOR POWER, COMMUNICATION CABLE USE WITH CONNECTOR, 80 FEET, WAVETRONIX SMARTSENSOR  <b>SHIP THIS ITEM TO THE FOLLOWING LOCATION</b> WALLER-WEST HARRIS CO AE/MAINT 14838 NORTHWEST FREEWAY HOUSTON TX 77040 United States  Arc6, 6-Sensor SDLC Backplate  Example:  Make: Wavetronix	6.00	EA			



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Shows opening date and number in lower left hand corner of sealed response envelope and show return address of vendor. Vendor agrees to comply with the solicitation below and at terms and conditions. F.O.B. destination means vendor retain title to goods until delivered and the price quoted includes all freight charges.			Delivery in _____ Days Cash Discount _____ % _____ Days			
			<b>QUOTE F.O.B. DESTINATION</b>			
Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
4	Model #: 102-0594  Or TxDOT approved equal  Respondent must indicate below the make and model of the item bid.  Make: _____ Model: _____   55091551170 PARTS AND ACCESSORIES, VEHICLE DETECTORCABINET BACK PANEL SUB-ASSEMBLY  <b>SHIP THIS ITEM TO THE FOLLOWING LOCATION</b> WALLER-WEST HARRIS CO AE/MAINT 14838 NORTHWEST FREEWAY HOUSTON TX 77040 United States  Smart Sensor Surge Card  Example:  Make: Wavetronix Model #: 102-0562  Or TxDOT approved equal  Respondent must indicate below the make and model of the item bid.  Make: _____ Model: _____	1.00	EA			
5	55091780639 DETECTION SYSTEM, VEHICLE, BOX, IN LINE TERMINAL STRIP FOR 8 OR 10 PIN CONNECTOR CABLE  <b>SHIP THIS ITEM TO THE FOLLOWING LOCATION</b> WALLER-WEST HARRIS CO AE/MAINT 14838 NORTHWEST FREEWAY HOUSTON TX 77040 United States	6.00	EA			



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Shows opening date and number in lower left hand corner of sealed response envelope and show return address of vendor. Vendor agrees to comply with the solicitation below and at terms and conditions. F.O.B. destination means vendor retain title to goods until delivered and the price quoted includes all freight charges.			Delivery in _____ Days Cash Discount _____ % _____ Days			
<b>QUOTE F.O.B. DESTINATION</b>						
Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
6	<p>Heavy Duty Sensor Mount - 6" - 2 axis aluminum bracket</p> <p>Example:</p> <p>Make: Wavetronix Model #: WX-SS-611</p> <p>Or TxDOT approved equal</p> <p>Respondent must indicate below the make and model of the item bid.</p> <p>Make: _____ Model: _____</p> <p>55091780670 DETECTION SYSTEM, VEHICLE, CABLE, 6 CONDUCTOR FOR SMARTSENSOR ADVANCE AND MATRIX SYSTEMS</p> <p><b>SHIP THIS ITEM TO THE FOLLOWING LOCATION</b> WALLER-WEST HARRIS CO AE/MAINT 14838 NORTHWEST FREEWAY HOUSTON TX 77040 United States</p> <p>In line terminal strip junction box</p> <p>Example:</p> <p>Make: Wavetronix Model #: WX-SS-710</p> <p>Or TxDOT approved equal</p> <p>Respondent must indicate below the make and model of the item bid.</p> <p>Make: _____ Model: _____</p>	2,500.00	FT			
7	55091780000 DETECTION SYSTEM, VEHICLE	6.00	EA			



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<b>VENDOR ID:</b> 999999999 - 999		<b>BUYER:</b> Skains, Courtney <b>PHONE:</b> 936/633-4340				
Shows opening date and number in lower left hand corner of sealed response envelope and show return address of vendor. Vendor agrees to comply with the solicitation below and at terms and conditions. F.O.B. destination means vendor retain title to goods until delivered and the price quoted includes all freight charges.			Delivery in _____ Days Cash Discount _____ % _____ Days			
<b>QUOTE F.O.B. DESTINATION</b>						
Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
8	<b>SHIP THIS ITEM TO THE FOLLOWING LOCATION</b> WALLER-WEST HARRIS CO AE/MAINT 14838 NORTHWEST FREEWAY HOUSTON TX 77040 United States  Smart Sensor Power and Comm Cable with Connector - 6 feet  Example:  Make: Wavetronix Model #: WX-SS-704-006  Or TxDOT approved equal  Respondent must indicate below the make and model of the item bid.  Make: _____ Model: _____	6.00	EA			
	55091780000 DETECTION SYSTEM, VEHICLE  <b>SHIP THIS ITEM TO THE FOLLOWING LOCATION</b> WALLER-WEST HARRIS CO AE/MAINT 14838 NORTHWEST FREEWAY HOUSTON TX 77040 United States  Matrix/Advance Cable  Example:  Make: Traffic Signal Inc. Model #: Matrix/Advance  Or TxDOT approved equal  Respondent must indicate below the make and model of the item bid.  Make: _____ Model: _____					
<b>The following comments apply to the entire Solicitation</b>						



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		<b>QUOTE F.O.B. DESTINATION</b>				
Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	<p>1. Description of Goods: This solicitation is to establish a contract for Vehicle Detection Parts for the West Harris County Maintenance Office.</p> <p>2. Emergency: This solicitation is for an emergency purchase made under Texas Government Code, §2155.137 and 34 TAC 20.82.</p> <p>3. Electronic State Business Daily (ESBD): This solicitation is posted on the ESBD. It is the responsibility of the respondents to check the ESBD for addenda or additional information related to the solicitation. Vendors active on the CMBL at the time the solicitation was posted will receive notifications regarding addenda or additional information related to the solicitation.</p> <p><a href="http://www.txsmartbuy.com/esbd">http://www.txsmartbuy.com/esbd</a></p> <p>4. Order of Precedence: In the event of any conflict, terms contained in the document shall prevail in the order as listed below:</p> <p>4.1. Solicitation No. 60133000042629</p> <p>4.2. Special Specification 6008 - Radar Vehicle Detection System for Signalized Intersection Control, Dated May 2024</p> <p>4.3. Traffic Signals - Materials Producer List, Dated September 11, 2024</p> <p>4.4. TxDOT Terms and Conditions, Revised September 2024</p> <p>4.4.1. Payment will be made in accordance with Part 4, Para. 4.04 (a)</p> <p>5. Estimated Quantities Quantities are estimates only to be used for the purpose of comparing responses. The respondent must enter their unit price on the Solicitation.</p> <p>Total price will be evaluated by multiplying the unit price for each line by the estimated quantities listed on the Solicitation.</p>					



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<b>QUOTE F.O.B. DESTINATION</b>						
Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	<p>TxDOT will order only the amount needed to satisfy operating requirements; no guarantee of any minimum or maximum purchase is made or implied. Total amount ordered must not exceed the aggregate contract amount unless additional funds are allocated, and the total contract amount is increased in accordance with the terms and conditions.</p> <p>6. Delivery Delivery must be made between 8 AM and 5 PM Monday through Friday except on regularly observed state or federal holidays, unless prior approval has been obtained from TxDOT.</p> <p>7. Contact Information The individuals listed below are the only authorized TxDOT contacts. Contacting any other TxDOT personnel regarding this solicitation, may result in the respondent being disqualified. Any changes as a result of questions will be made by TxDOT in the form of an addendum to the solicitation; no oral changes will be considered.</p> <p>For clarification or questions regarding this solicitation, respondents may contact:</p> <p>Primary Contact: Courtney Skains, CTCD Telephone: 936-577-5698 Email Address: Courtney.Skains@txdot.gov</p> <p>Secondary Contact: Vilma Pantlitz, MBA, CTCM, CTPM Phone: 832-517-8757 Email Address: Vilma.Pantlitz@txdot.gov</p> <p>8. Vendor Performance: TxDOT will monitor performance on a regular basis.</p> <p>8.1. TxDOT may consider the following performance by the vendor as unsatisfactory performance - An unsatisfactory performance determination includes, but is not limited to:</p> <p>8.1.1. Failure to deliver any portion of the purchase order.</p> <p>8.1.2. Failure to deliver a product that</p>					



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<b>QUOTE F.O.B. DESTINATION</b>						
Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	meets specification.  8.1.3. Unsatisfactory performance of any service requirements in the contract  8.2. Exceptional performance determination includes, but is not limited to:  8.2.1. Deliverables made early upon TxDOT member request.  8.2.2. Vendor commended for exceptional customer service  8.2.3. Exceptional service provided  9. Packaging Requirements All cardboard boxes must be labeled, listing the manufacturer's name, part number, description, quantity, and box weight.  All cardboard boxes must be suitable in bursting strength to allow for the weight of the contents and to allow for the stacking of the boxes a maximum of four high on a pallet for shipping and storage.  Packaging other than specified herein is acceptable only with the prior written approval of TxDOT's designated TxDOT representative.  10. Data Sheets The data sheet(s) should be returned for informational purposes only. The data sheet(s) must be provided within three working days of request. Failure to provide the completed data sheet(s) within the requested time will result in the response being considered non-responsive.  11. Response Submission 11.1. GENERAL FORMAT: The respondent must submit one signed and dated response to include the documentation required per response paragraph 11.3 to the email address as indicated on the "Instructions to Respondents" page.  11.2. The respondent shall not encrypt					



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Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	or password protect response or embed documents within the response; each section must be its own separate document.  11.3. RESPONSE: Failure by the respondent to submit the documentation listed below will result in the response being considered non-responsive. The response submission must be submitted with each section named with the "Section #" and brief description not to exceed 30 total characters as a separate document in the following format:  11.3.1. Section 1 – Signed Invitation for Bid  11.3.2. Section 2 – Addenda (if applicable)  12. Vendor Point of Contact: Name: Phone: Email:  13. Vendor Verification of Federal Employer Identification Number: Vendor to provide current company name: Vendor to provide federal EIN:  If invoice will be submitted by, and/or payment made to an EIN or company name different from the vendor on the contract, vendor must complete the following to authorize payment:  EIN of company authorized to invoice for vendor: Name of Invoicing Company: EIN of company authorized to receive payment: Name of company to be paid:  14. Preferences Check below if preference claimed under rule 34TAC 20.306. Tie-Bid Preferences: _Supplies, materials or equipment produced in Texas or offered by a Texas bidder. _ Agricultural products produced or grown in Texas. _ Agricultural products and services offered by Texas bidder. _ USA produced supplies, material or equipment. Products produced at facilities located on formerly contaminated property					



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Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	<p>Products and services from economically depressed or blighted areas.</p> <p>Goods produced or offered by a Texas bidder that is owned by a service-disabled veteran who is a Texas resident.</p> <p>Source Preferences:</p> <ul style="list-style-type: none"><li>Products of persons with mental or physical disabilities</li><li>Vendors that meet or exceed air quality standards. For contracts to be performed, in whole or in part, in a designated non-attainment area or an affected county, as those terms are defined by Health and Safety Code 386.001 Texas emission reduction plan</li><li>Manufacturer that has a recycle program for computer equipment</li><li>Contractor providing foods of higher nutritional value Specification Preferences:</li><li>Point lines made of recycled materials, remanufactured, or environmentally sensitive materials including recycled steel</li><li>Energy efficient products</li><li>Rubberized asphalt paving materials</li><li>Recycled motor oil and lubricants</li></ul> <p>If the name of your company is not printed on the heading of this solicitation, you must write the full name of company, full name of signer, mailing address, and respondent's employer identification number (EIN) on the face of the solicitation. To minimize identity theft, every company must have an employer Identification number (EIN), also known as a federal tax identification number, prior to award of a contract.</p> <p>For information on obtaining your EIN, call 800-829-4933 or visit the following website: <a href="https://www.irs.gov/businesses/small-businesses-self-employed/employer-id-numbers">https://www.irs.gov/businesses/small-businesses-self-employed/employer-id-numbers</a></p> <p>(NOTE: this link will not work if capitalization is used. Type in navigation bar using lower case letters)</p> <p>15. Calendar of Events</p>					



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<b>QUOTE F.O.B. DESTINATION</b>						
Item No.	Item Description	Quantity	Unit	Make/ Model	Unit Price	Extended Price
	Estimated Solicitation Posting Date: 12/20/2024  Deadline for submission of questions: 12/23/2024  Reference Paragraph 7 – Contact Information.  TxDOT Response to Questions to be posted by: 12/30/2024  Response Due Date: 01/06/2025, 10:00 a.m. central time  Tentative Date for Contract Award: 01/07/2025					



# Special Specification 6008

## Radar Vehicle Detection System for Signalized Intersection Control

### 1. DESCRIPTION

Furnish, install, relocate, or remove radar vehicle detection systems (RVDS) of the specified devices at signalized intersections to provide the required zones of detection as shown on the plans, or as directed.

### 2. MATERIALS

2.1. **General.** Except as allowed for relocation of RVDS equipment, ensure all equipment and component parts are new in accordance with Division Specification TO-8000, "Radar Vehicle Detection System," Section 1.0–Section 6.0, and in an operable condition at time of delivery and installation.

The Traffic Safety Division, Traffic Management Section, (TRF-TM) updates TxDOT Material producer list (MPL) of all RVDSs conforming to this Specification. New materials appearing on the MPL require no further sampling and testing before use unless deemed necessary by the Engineer or TRF-TM. Provide prequalified RVDSs from the TxDOT MPL.

Ensure all RVDSs serving the same detection purpose within the project are from the same manufacturer. RVDS devices are classified by their functional requirements. The functional requirements are for radar presence detection devices (RPDDs) and radar advance detection devices (RADDs). The RVDS system classifications are RVDS (RPDD Only), RVDS (RADD Only), and RVDS (RPDD and RADD).

Provide each RVDS sensor with a mounting bracket designed to mount directly to a pole, mast arm, or other structure. Ensure bracket is designed such that the sensor can be tilted vertically and horizontally for alignment and then locked into place after proper alignment is achieved. All hardware must be designed to support the load of the RVDS sensor and mounting bracket.

2.2. **Configuration.** Ensure the RVDS provides vehicle detection as required on the plans, or as directed.

Ensure the RVDS does not require tuning or recalibration to maintain performance once initial calibration and configuration are complete. RVDS must not require cleaning or adjustment to maintain performance.

RVDS must self-recover from power failure once power is restored.

2.3. **Cabling.** Provide appropriate length of all cables necessary to make the RVDS fully operational at each installation site.

2.4. **Software.** Ensure the RVDS manufacturer includes all software required to configure and monitor operation of RVDS field equipment locally and remotely. RVDS software must be a stable production release.

Software must allow the user to configure, operate, exercise, diagnose, and read status of all RVDS features and functions using a laptop computer.

Software must include the ability to save a local copy of RVDS field device configurations and load saved configurations to RVDS field devices.

Ensure all licenses required for operation and use of software are included at no additional cost.

Software updates must be provided at no additional cost during the warranty period.

2.5.

**Electrical.** All conductors supplying the equipment must meet NEC requirements.

Ensure equipment is designed to protect personnel from exposure to high voltage during installation, operation, and maintenance.

2.6.

**Mechanical.** Ensure that all parts are fabricated from corrosion-resistant materials, such as plastic, stainless steel, aluminum, or brass.

Ensure that all screws, nuts, and locking washers are corrosion-resistant. Do not use self-tapping screws.

Ensure equipment is clearly and permanently marked with manufacturer name or trademark, part number, date of manufacture, and serial number.

Ensure RVDS is modular in design for ease of field replacement and maintenance. Provide a sensor that will minimize weight and wind loading when mounted on a traffic signal pole or mast arm.

All printed circuit boards must have conformal coating.

2.7.

**Environmental.** RVDS sensor must be able to withstand the maximum wind load based on the Department's basic wind velocity zone map standard without any damage or loosening from structure.

The RVDS enclosure must conform to criteria set forth in NEMA 250 for Type 4X enclosures.

The RVDS must meet all NEMA TS2 environmental requirements for temperature, humidity, transients, vibration, and shock.

2.8.

**Connectors and Harnesses.** Ensure all conductors are properly color-coded and identified.

Ensure cable connector design prohibits improper connections. Cable connector pins are plated to improve conductivity and resist corrosion.

Connections for data and power must be made to the RVDS sensor using waterproof, quick-disconnect connectors. Pigtails from the sensor to a waterproof junction box (NEMA 4) or an approved waterproof connector must be allowed for splicing. The pigtails must not be shorter than 3 ft. unless otherwise shown on the plans.

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### 3.

### CONSTRUCTION

3.1.

**System Installation.** Install RVDS system devices according to the manufacturer's recommendations to provide properly functioning detection as required. This must include the installation of sensors on signal poles or mast arms, controller interface modules, power and surge protection panels, cabling and all associated equipment, software, serial and Ethernet communication ports, and connectors and hardware required to set up and operate. Ensure that the supplier of the RVDS provides competent onsite support representative during installation to supervise installation and testing of the RVDS. Ensure the radar sensor locations are optimal for system operation and operate as required. Maintain safe construction practices during equipment installation.

Ensure installation and configuration of software on Department computers are included with the RVDS.

Take care to prevent damage to any support structures. Any equipment or structure damaged or lost must be replaced by the Contractor (with items approved) at no cost to the Department.

3.2.

**Mechanical Components.** Ensure that all fasteners, including bolts, nuts, and washers with a diameter less than 5/8 in. are Type 316 or Type 304 stainless steel and meet ASTM F593 and ASTM F594 for corrosion

resistance. Ensure that all bolts and nuts 5/8 in. and more in diameter are galvanized and meet ASTM A307. Separate dissimilar metals with an inert dielectric material.

3.3. **Wiring.** Install all wiring and electrical work supplying power to the equipment in a neat, skillful manner. Supply and install all wiring necessary to interconnect RVDS sensors to the traffic signal cabinet to complete the work. Furnish and install any additional required wiring at no additional cost to the Department.

Wiring must be cut to proper length before installation. Provide cable slack for ease of removal and replacement. All cable slack must be neatly laced with lacing or straps in the bottom of the cabinet. Ensure cables are secured with clamps.

3.4. **Grounding.** Ensure all RVDS components, cabinets, and supports are grounded in accordance with the NEC and manufacturer recommendations.

3.5. **Relocation of RVDS Field Equipment.** Perform the relocation in strict conformance with the requirements herein and as shown on the plans. Completion of the work must present a neat, skillful, and finished appearance. Maintain safe construction practices during relocation.

Inspect the existing RVDS field equipment with a representative from the Department and document any evidence of damage before removal. Conduct a pre-removal test in accordance with the testing requirements contained in this Specification to document operational functionality. Remove and deliver equipment that fails inspection to the Department.

Before removal of existing RVDS field equipment, disconnect and isolate the power cables from the electric power supply and disconnect all communication cabling from the equipment located inside the cabinet. Coil and store power and communication cabling inside the cabinet until relocation. Remove existing RVDS field equipment as shown on the plans only when authorized.

Take care to prevent damage to any support structures. Any equipment or structure damaged or lost must be replaced by the Contractor (with items approved) at no cost to the Department.

Make all arrangements for connection to the power supply and communication source, including any permits required for the work under the Contract. Provide wire for the power connection at least the minimum size indicated on the plans and insulated for 600 V. Meet the NEC.

3.6. **Removal of RVDS Field Equipment.** Perform the removal in strict conformance with the requirements herein and as shown on the plans. Completion of the work must present a neat, skillful, and finished appearance. Maintain safe construction practices during removal.

Disconnect and isolate any existing electrical supply before removal of existing field equipment.

Take care to prevent damage to any support structures. Any equipment or structure damaged or lost must be replaced by the Contractor (with items approved) at no cost to the Department.

All materials not designated for reuse or retention by the Department will become the property of the Contractor and be removed from the project site at the Contractor's expense. Deliver items to be retained by the Department to a location shown on the plans or General Notes. The Contractor is fully responsible for any removed equipment until released.

3.7. **Documentation.** Provide electronic copies of operation and maintenance manuals, along with a copy of all product documentation on electronic media. Include the following documentation.

- Complete and accurate schematic diagrams
- Complete installation procedures
- Manufacturer's specifications (functional, electrical, mechanical, and environmental)
- Complete maintenance and troubleshooting procedures

- Explanation of product operation
- Warranty as specified in Section 3.8., "Warranty"

The RVDS must pass testing to ensure functionality and reliability before delivery. This includes functional tests for internal subassemblies, a 24-hr. minimum unit level burn-in test, and a unit functionality test. Provide test results and supporting documentation, including serial number tested, for each RVDS. If requested, manufacturing data per serial number must be provided for each RVDS.

Unless deemed unnecessary by the Engineer or TRF-TM, provide certification from an independent laboratory demonstrating compliance with NEMA TS2 environmental requirements for temperature, humidity, transients, vibration, and shock.

Unless deemed unnecessary by the Engineer or TRF-TM, provide third-party enclosure test results demonstrating the sensor enclosure meets Type 4X criteria.

Unless deemed unnecessary by the Engineer or TRF-TM, provide evidence of RVDS manufacturer's quality assurance program, including proof of RVDS manufacturer ISO 9001 certification or other quality management system programs for manufacturing RVDS.

3.8. **Warranty.** Ensure that the detection system has a manufacturer's warranty covering defects for at least 5 yr. from the date of final acceptance. In addition to the terms required by TO-8000, Article 8, ensure the warranty includes providing replacements, within 10 calendar days of notification, for defective parts and equipment during the warranty period at no cost to the Department.

3.9. **Training and Support.** Provide manufacturer-approved end user training to the Department and their representatives. Training must include instruction in system configuration, operation, and maintenance. Provide training for at least 10 Department-designated representatives up to 8 hr., including class and field training.

Ensure that the detection system manufacturer will provide product support for at least 5 yr. from the date of final acceptance.

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#### 4. TESTING

Perform the following tests on equipment and systems unless otherwise shown on the plans. The Department may witness all the tests.

4.1. **Stand-Alone Test.** Conduct a stand-alone test for each unit after installation. The test must exercise all stand-alone (non-network) functional operations and verify that RVDS is placing detector contact closure to assigned detector channels in the traffic signal controller assembly. Notify the Engineer 5 working days before conducting this test.

4.2. **Consequences of Test Failure.** If a unit fails a test, provide a new unit, and then repeat the test until successfully completed.

4.3. **Final Acceptance Test.** Conduct a final acceptance test on the complete functional system. Demonstrate all control, monitoring, and communication requirements and operate the system for 30 days. The Engineer will furnish a letter of approval stating the first day of the final acceptance test.

4.4. **Consequences of Final Acceptance Test Failure.** If a defect within the system is detected during the final acceptance test, document and correct the source of failure. Once corrective measures are taken, monitor the point of failure until a consecutive 30-day period free of defects is achieved.

4.5. **Relocation.**

## 4.5.1.

**Pre-Test.** Provide five copies of the test procedures, including tests of the basic functionality of the unit, and blank data forms to the Engineer for review and comment as part of material documentation requirements. Functionality tests may include, but not be limited to, physical inspection of the unit and cable assemblies. Include the sequence of the tests in the procedures along with acceptance thresholds. The Engineer will comment on and approve or reject test procedures within 30 days after Contractor submittal of test procedures. Rejected test procedures must be resubmitted within 10 days. Review time is in calendar days. Conduct all tests in accordance with the approved test procedures.

Conduct basic functionality testing before removal of RVDS field equipment. Test all functional operations of the equipment in the presence of representatives of the Contractor and the Department. Ensure that both representatives sign the test report indicating that the equipment has passed or failed each function. Once removed, the equipment will become the responsibility of the Contractor until accepted by the Department. Compare test data prior to removal and after installation. The performance test results after relocation must be equal to or better than the test results before removal. Repair or replace the failing components within the system so that the system can pass the performance test after relocation.

## 4.5.2.

**Post-Test.** Testing of the RVDS field equipment is to relieve the Contractor of system maintenance. The Contractor will be relieved of the responsibility for system maintenance in accordance with Item 7, "Legal Relations and Responsibilities," after a successful test period. The Contractor will not be required to pay for electrical energy consumed by the system.

After all existing RVDS field equipment has been installed, conduct approved continuity, stand-alone, and performance tests. Furnish test data forms containing the sequence of tests, including all the data taken as well as quantitative results for all tests. Submit the test data forms to the Engineer at least 30 days before the day the tests are to begin. Obtain approval of test procedures before submission of equipment for tests. Send at least one copy of the data forms to the Engineer.

Conduct an approved stand-alone test of the equipment installation at the field sites. At minimum, exercise all stand-alone (non-network) functional operations of the field equipment with all the equipment installed per the plans as directed. Complete the approved data forms with test results and submit them to the Engineer for review and either acceptance or rejection of equipment. Give at least 30 working days' notice before all tests to allow the Engineer or their representative to observe each test.

The Department must conduct approved RVDS field equipment system tests on the field equipment with the central equipment. The tests must, at minimum, exercise all remote-control functions and display the return status codes from the controller.

If any unit fails to pass a test, prepare and deliver a report to the Engineer. Describe the nature of the failure and the corrective action needed. If the failure is the result of improper installation or damage during reinstallation, reinstall or replace the unit and repeat the test until the unit passes successfully, at no additional cost to the Department or extension of the Contract period.

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5.**MEASUREMENT**

New RVDSs furnished and installed by the Contractor will be measured by each approach to the signalized intersection.

RVDSs furnished by the Department for Contractor installation only will be measured by each approach to the signalized intersection.

Existing RVDSs to be relocated or removed will be measured by each sensor relocated or removed.

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## 6. PAYMENT

6.1. **Furnish and Install.** The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit bid price for "RVDS (Presence Detection Only)," "RVDS (Advance Detection Only)," and "RVDS (Presence and Advance Detection)." This price is full compensation for furnishing, installing, configuring, integrating, and testing the completed installation, including RVDS equipment, voltage converters or injectors, cables, connectors, associated equipment, and mounting hardware. This price also fully compensates for all labor, tools, equipment, any required equipment modifications for electrical service, documentation, testing, training, software, warranty, and incidentals necessary to complete the work.

6.2. **Install Only.** The work performed and materials furnished in accordance with this Item will be paid for at the unit bid price for "RVDS (Presence Detection Only) (Install Only)," "RVDS (Advance Detection Only) (Install Only)," and "RVDS (Presence and Advance Detection) (Install Only)." This price is full compensation for making fully operational an RVDS furnished by the Department; for installing, configuring, integrating, and testing the completed installation, including RVDS equipment, voltage converters or injectors, cables, connectors, associated equipment, and mounting hardware; and for all labor, tools, equipment, any required equipment modifications for electrical service, documentation, testing, training, software, and incidentals necessary to complete the work.

6.3. **Relocate.** The work performed and materials furnished in accordance with this Item will be paid for at the unit bid price for "Relocate RVDS." This price is full compensation for relocating and making fully operational existing RVDS field equipment; for furnishing and installing additional cables or connectors; for testing, delivery, and storage of components designated for salvage or reuse; and for all testing, training, software, equipment, any required equipment modifications for electrical service, labor, materials, tools, and incidentals necessary to complete the work.

6.4. **Remove.** The work performed and materials furnished in accordance with this Item will be paid for at the unit bid price for "Remove RVDS." This price is full compensation for removing existing RVDS equipment; for removal of cables and connectors; for testing, delivery, and storage of components designated for salvage; and for all testing, training, software, equipment, labor, materials, tools, and incidentals necessary to complete the work.

6.5. **Communication Cable.** All communication cables necessary to make the RVDS fully operational will be subsidiary to this Item.



# Traffic Signals

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## Material Producer List

Traffic Safety Division – Traffic Management Section

## Traffic Signals (DMS)

The following materials are pre-qualified for use with the Department's *Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and are associated with Department Material Specifications (DMS) referenced in Standard Specification Items 680, 681, 682, 685, and 690, which pertain to the installation of highway traffic signals.

### **MATERIAL PRODUCER LIST (MPL) FOR DMS-11120, "VEHICLE SIGNAL HEADS"**

The following products are pre-qualified for use on projects where vehicle signal heads are furnished or installed as required by the item descriptive code. Signal heads are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown. Where miscellaneous parts, brackets, hardware, nuts, bolts, washers, or other incidentals are necessary and are not shown as pre-qualified products, the contractor will furnish products that meet the requirements of the plans and specifications.

#### **Vehicle Signal Housings**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Chapel Hill Manufacturing	TPY series (12"/Polycarbonate/Yellow)
	TAY series (12"/Aluminum/Yellow)
Econolite	TPY series (12"/Polycarbonate/Yellow)
	TAY series (12"/Aluminum/Yellow)
General Traffic Equipment Corp. (GTE)	T30H-Poly-TxDOT (Polycarbonate/3-section)
	T40H-Poly-TxDOT (Polycarbonate/4-section)
	T50H-Poly-TxDOT (Polycarbonate/5-section)
	T30H-Poly-TxDOT (Aluminum/3-section)
	T40H-Poly-TxDOT (Aluminum/4-section)
	T50H-Poly-TxDOT (Aluminum/5-section)
McCain	MTSTP series (Polycarbonate)
	MTSTA series (Aluminum)
	PT5X-XXXXXXX-TX (Polycarbonate/5-Section)
	AT3X-XXXXXXX-TX (Aluminum/3-Section)
	AT4X-XXXXXXX-TX (Aluminum/4-Section)
	AT5X-XXXXXXX-TX (Aluminum/5-Section)
Mobotrex Distribution (formerly Brown Traffic)	SA series (Polycarbonate w/Internal Hinges)
	SG series (Polycarbonate or Aluminum w/external hinges)

### Vehicle Signal Housings

Manufacturer/Distributor	Model/Number
North American Signals	PT3X-XXXXXXX-TX (Polycarbonate/3-Section)
	PT4X-XXXXXXX-TX (Polycarbonate/4-Section)
	PT5X-XXXXXXX-TX (Polycarbonate/5-Section)
	AT3X-XXXXXXX-TX (Aluminum/3-Section)
	AT4X-XXXXXXX-TX (Aluminum/4-Section)
	AT5X-XXXXXXX-TX (Aluminum/5-Section)
Oriux (Peek Traffic Corp. DBA Oriux)	HSS Series (Aluminum)
	PSS Series (Polycarbonate)
Cubic ITS (Trafficware)	12004 series (Polycarbonate/Yellow)
	2007 series (Aluminum/Yellow)

**MATERIAL PRODUCER LIST (MPL) FOR  
DMS-11121, "TWELVE-INCH LED TRAFFIC SIGNAL LAMP UNIT"**

The following products are pre-qualified for use on the projects where 12 in. (300 mm) light emitting diode (LED) traffic signal lamps are furnished or installed as required by the item descriptive code. LED traffic signal lamp units are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**LED Modules**

<b>Manufacturer</b>	<b>Color/Type</b>	<b>Brand Name/Model Number</b>
Dialight	Red Ball	433-1210-003XL (tinted)
		433-1210-003XL15 (tinted)
		433-1270-003XL (clear)
		433-1270-003XL15 (clear)
	Yellow Ball	433-3230-901XL (tinted)
		433-3230-901XL15 (tinted)
		433-3270-901XL (clear)
		433-3270-901XL15 (clear)
	Green Ball	433-2220-001XL (tinted)
		433-2220-001XL15 (tinted)
		433-2270-001XL (clear)
		433-2270-001XL15 (clear)
	Red Arrow	432-1314-001XODTE (tinted)
		432-1314-001XOD15 (tinted)
		432-1374-001XOD15 (clear)
	Yellow Arrow	431-3334-901XODTE (tinted)
		431-3334-901XOD15 (tinted)
		431-3374-901XOD15 (clear)
	Green Arrow	432-2324-001XODTE (tinted)
		432-2324-001XOD15 (tinted)
		432-2374-001XOD15 (clear)
Duralight/Tristar	Red Ball	JXC-300HFTR (tinted)
		JXC300-HFTR03 (tinted)
		JXC300-HFTR04 (tinted)
		JXC300-HFR-C (clear)
	Yellow Ball	JXC-300HFTY02 (tinted)
		JXC300-HFTY03 (tinted)
		JXC300-HFTY04 (tinted)
		JXC300-HFY-C (clear)

### LED Modules

Manufacturer	Color/Type	Brand Name/Model Number
Duralight/Tristar	Green Ball	JXC-300HFTG (tinted)
		JXC300-HFTG03 (tinted)
		JXC300-HFTG04 (tinted)
		JXC300-HFG-C (clear)

### LED Modules

Manufacturer	Color/Type	Brand Name/Model Number
Duralight/Tristar	Red Arrow	JXJ300-07R03 (clear) JXJ300-07R04 (clear)
	Yellow Arrow	JXJ300-07Y03 (clear) JXJ300-07Y04 (clear)
	Green Arrow	JXJ300-07G03 (clear) JXJ300-07G04 (clear)
Excellence Opto, Inc. (EOI)	Red Ball	TRV-R12SG-D2T (tinted)
	Yellow Ball	TRV-Y12SG-D1T (tinted)
	Green Ball	TRV-G12SG-D2T (tinted)
	Red Arrow	TRA-R12DG-IN (tinted)
	Yellow Arrow	TRA-Y12DG-IN2 (tinted)
	Green Arrow	TRA-G12DG-IN (tinted)
Current (formerly GE Lighting Solutions)	Red Ball	DR6-RTFB-VLA-037 (tinted)
	Red Ball	DR6-RTFB-VLA (tinted)
	Red Ball	DR6-RCFB-VLA (clear)
	Yellow Ball	DR6-YTFB-VLA-037 (tinted)
	Yellow Ball	DR6-YZFB-VLA-037 (tinted)
	Yellow Ball	DR6-YTFB-VLA (tinted)
	Yellow Ball	DR-YZFB-VLA (tinted)
	Yellow Ball	DR6-YCFB-VLA (clear)
	Green Ball	DR6-GCFB-VLA-037 (clear)
	Green Ball	DR6-GTFB-VLA (tinted)
	Green Ball	DR6-GCFB-VLA (clear)
	Red Arrow	DR6-RTAAN-VLA (tinted)
	Yellow Arrow	DR6-YTAAN-VLA (tinted)
	Green Arrow	DR6-GTAAN-VLA (tinted)

### LED Modules

Manufacturer	Color/Type	Brand Name/Model Number
Leotek Electronics	Red Ball	TSL-12R-LX-IL6-A1-P2 (tinted)
		TSL-12R-LX-IL6-A1-P3 (tinted)
		TSL-12R-LX-IL6-A1-P2-CLR* (clear)
		TSL-12R-LX-IL6-A1-P3-CLR (clear)
	Yellow Ball	TSL-12Y-LX-IL6-A1-P2 (tinted)
		TSL-12Y-LX-IL6-A1-P3 (tinted)
		TSL-12Y-LX-IL6-A1-P2-CLR *(clear)
		TSL-12Y-LX-IL6-A1-P3-CLR (clear)
	Green Ball	TSL-12G-LX-IL6-A1-P2 (tinted)
		TSL-12G-LX-IL6-A1-P3 (tinted)
		TSL-12G-LX-IL6-A1-P2-CLR* (clear)
		TSL-12G-LX-IL6-A1-P3-CLR (clear)
	Red Arrow	TSL-12RA-IL6-A1 (tinted)
		TSL-12RA-IL-A1-P3 (tinted)
		TSL-12RA-IL6-A1-CLR (clear)
	Yellow Arrow	TSL-12YA-IL6-A1 (tinted)
		TSL-12YA-IL-A1-P3 (tinted)
		TSL-12YA-IL6-A1-CLR (clear)
		TSL-12YA-IL6-A1-P3-CLR (clear)
	Green Arrow	TSL-12GA-IL6-A1 (tinted)
		TSL-12GA-IL-A1-P3 (tinted)
		TSL-12GA-IL6-A1-CLR (clear)
		TSL-12GA-IL6-A1-P3-CLR (clear)

NOTE: For Leotek LED Modules marked with an asterisk (\*), only modules with manufacture date codes of January 2013 or later are approved for use on Department projects.

**MATERIAL PRODUCER LIST (MPL) FOR  
DMS-11130, "PEDESTRIAN SIGNAL HEADS"**

The following products are pre-qualified for use on the projects where LED optical units for pedestrian signal heads are furnished or installed as required by the plans or item descriptive code. LED optical units for pedestrian signal heads are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**Pedestrian Signal Heads**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Chapel Hill Manufacturing	6745 (Aluminum)
	7300 (Polycarbonate)
Cubic ITS (Trafficware)	12053 (Aluminum/Yellow)
	12056 (Aluminum/Black)
General Traffic Equipment Corp. (GTE)	P7-EMPTY-*SAM-*GV-TxDOT (Polycarbonate)
	P7-EMPTY-*PO-*GV-TxDOT (Polycarbonate)
	P8-EMPTY-*SAM-*GV-TxDOT (Aluminum)
	P8-EMPTY-*PO-*GV-TxDOT (Aluminum)
	*SAM = Swing Arm Mount (Clamshell)
	*GV = Grid Visor (Z-Crate)
McCain	*PO = Ports Open (Unplugged)
	MPA (Aluminum/Drilled/Standard)
Mobotrex Distribution (formerly Brown Traffic)	MPP (Polycarbonate/Drilled/Standard)
	SG7M (Aluminum/Polycarbonate)
North American Signals	SG7S (Aluminum/Polycarbonate)
	PP-XXOZB-TX (Polycarbonate)
Oriux (Peek Traffic Corp. DBA Oriux)	AP-XXOZB-TX (Aluminum)
	4302A (Aluminum)
	4302P (Polycarbonate)

**Symbolic LED Optical Units**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Cooper Lighting Products	CLP18DFA
Dialight	4306472001
Duralight/Trastar	JXM-300VIA
	JXM-400VIA
GELcore	PS7-CFC1-01A
	PS7-CFC1-26A
Leotek Electronics	7300 (Polycarbonate)
Oriux (Peek Traffic Corp. DBA Oriux)	LEDP-HMM-002

NOTE: The above Symbolic Pedestrian LED Modules (without an integrated countdown display) are not approved for traffic signals specified on Department projects let March 2013 and after.

**MATERIAL PRODUCER LIST (MPL) FOR  
DMS-11131, "PEDESTRIAN LED COUNTDOWN SIGNAL MODULES"**

The following products are pre-qualified for use on projects where countdown Symbolic LED optical units for pedestrian signal heads are furnished or installed as required by the plans or item descriptive code. Countdown Pedestrian LED Signal Modules are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**Pedestrian LED Countdown Signal Modules**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Dialight	430-6479-001XTE
Duralight/Tristar	JXM400VIEIL
	JXM-400VIEIL01
Current (formerly GE Lighting Solutions)	PS7-CFF1-26A-FS
	PS7-CFF1-VLA-037
Leotek Electronics	TSL-PED-16-CIL-P1
	TSL-PED-16-SPC-V1

**MATERIAL PRODUCER LIST (MPL) FOR  
DMS-11132, "ACCESSIBLE PEDESTRIAN SIGNALS"**

The following products are pre-qualified for use on projects where Accessible Pedestrian Signals are furnished or installed as required by the plans or item descriptive code.

Accessible Pedestrian Signals are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**Accessible Pedestrian Signals**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
PedSafety (A Campbell Company)	<p><b>WiAAPS</b> (Wireless Advisor Advanced Accessible Pedestrian Station)</p> <p><u>Consists of the following:</u></p> <ul style="list-style-type: none"> <li>• APC (*Advanced Pedestrian Coordinator) w/antenna</li> <li>• APB (**Advanced Pedestrian Button)</li> <li>• APB (**Touchless Advanced Pedestrian Button)</li> <li>• Termination Board</li> </ul> <p><u>Software used:</u> Web Browser</p>
Pelco	<p><b>IntelliCross</b></p> <p><u>Consists of the following:</u></p> <ul style="list-style-type: none"> <li>• Push Button Station</li> <li>• PIM (Power Interface Module)</li> <li>• CIU-C (Communications Interface Unit)</li> </ul> <p><u>Software used:</u> ICS (IntelliCross Configuration Software)</p> <p><u>Notes:</u> SP-1055-TX-x-x-Pxx</p>
Polara Enterprises, LLC	<p><b>EN2 EZCOMM Navigator</b></p> <p><u>Consists of the following:</u></p> <ul style="list-style-type: none"> <li>• EN2 Push Button Station</li> <li>• CCU2EN Central Control Unit (Blue)</li> <li>• Interconnect Board (50 pin 4 cable harness)</li> </ul> <p><u>Software used:</u> EZ APS Tool Box</p> <p><u>Notes:</u> Blue CCU2EN = 18VDC system between Control Unit and Push Buttons over the two button wires. Not Compatible with iN2 iNavigator or iNS2 iNavigator systems.</p> <p>(This product has been discontinued from manufacture, but this item will remain on MPL until a specified time is determined for it to be removed.)</p>
	<p><b>iN2 iNavigator</b></p> <p><u>Consists of the following:</u></p> <ul style="list-style-type: none"> <li>• iN2 Push Button Station</li> <li>• iCCU-S (Intelligent Central Control Unit) (Red)</li> <li>• Interconnect Board (iN2-iCB)</li> </ul> <p><u>Software used:</u> Intelligent Config Utility</p> <p><u>Notes:</u> Red iCCU-S = 24VDC system using PLC over the two button wires between Control Unit and Push Buttons. Includes SDLC &amp; 50 Pin 4 cable harness. Can operate as a full BIU in TS2. Compatible with iNS2 push buttons.</p> <p>(This system is superseded by iNS2 System. The iCCU-S is no longer available. The iCCU-S2 is compatible with the iN2 push buttons).</p>

## Accessible Pedestrian Signals

Manufacturer/Distributor	Model/Number
Polara Enterprises, LLC	<p><b>iNS2 iNavigator</b>  <u>Consists of the following:</u> <ul style="list-style-type: none"> <li>• iNS2 Push Button Station</li> <li>• iCCU-S2 (Intelligent Central Control Unit) (Red)</li> <li>• Interconnect Board (iN2-iCB)</li> </ul> <u>Software used:</u>            Intelligent Config Utility            Polara Field Service iOS App         </p>
	<p><u>Notes:</u>            Red iCCU-S2 = 24VDC system using PLC over the two button wires between Control Unit and Push Buttons. Includes SDLC &amp; separate cables. Can operate as a full BIU in TS2. Compatible with iN2 push buttons.</p> <p>Manufacturer sells an adapter cable, 50PINADP, that allows you to use the existing cabinet iN2 ped input and ped output wiring (50 pin 4 cable harness system) with the newer iNS2 iNavigator System that utilizes the iCCU-S2 with a separate cable wiring system.</p> <p><b>iDetect</b>  <u>Consists of the following:</u> <ul style="list-style-type: none"> <li>• iDS2 Push Button Station</li> <li>• iCCU-S2 (Intelligent Central Control Unit) (Red)</li> <li>• Interconnect Board (iN2-iCB)</li> </ul> <u>Software used:</u>            Intelligent Config Utility            Polara Field Service iOS App         </p> <p><u>Notes:</u>            Red iCCU-S2 = 24VDC system using PLC over the two button wires between Control Unit and Push Buttons. Includes SDLC &amp; separate cables. Can operate as a full BIU in TS2. Compatible with iNS2 push buttons.</p> <p>iDetect is a touchless actuation feature that only comes in an iNS push button station. It is an added feature to the iNS push button station. If ordered with iNS, it becomes "iDS" or as a 2-wire push button "IDS2".</p>

\* This model of APS (5.0b) has newer hardware that supersedes previous approved unit (4.0).

\*\* This model of APS (5.0c) has newer hardware that supersedes previous approved unit (4.0 & 5.0b).

**MATERIAL PRODUCER LIST (MPL) FOR  
DMS-11150, "SOLAR POWER FLASHER CONTROLLER ASSEMBLY"**

The following products are pre-qualified for use on the projects where solar power flasher controller assemblies are furnished or installed as required by the plans or item descriptive code. Solar power flasher controller assemblies are subject to testing.

**24-Hour Flasher Assembly**

Manufacturer	Model/Number	Type
BDesign	BD24-1R-Z1	Single Red Indication
	BD24-2R-Z1	Dual Red Indication
	BD24-1Y-Z1	Single Yellow Indication
	BD24-2Y-Z1	Dual Yellow Indication
	BD24-1R-Z2	Single Red Indication
	BD24-2R-Z2	Dual Red Indication
	BD24-1Y-Z2	Single Yellow Indication
	BD24-2Y-Z2	Dual Yellow Indication
Carmanah	R829-G	Dual Yellow Indication
Chapel Hill	SP24-TX1-1R	Single Red Indication
	SP24-TX1-2R	Dual Red Indication
	SP24-TX1-1Y	Single Yellow Indication
	SP24-TX1-2Y	Dual Yellow Indication
Consolidated Traffic Controls, Inc.	RTC SF24-TX1R	Advance Red Indication
	RTC SF24-TX2R	Advance Red Indication
	RTC SF24-TX1Y	Advance Yellow Indication
	RTC SF24-TX2Y	Advance Yellow Indication
Eltec	S890502	Single Yellow Indication
	S890503	Single Red Indication
	S890505	Dual Yellow Indication
	S890506	Dual Red Indication
	S890507	Dual Yellow Indication
	S890508	Dual Red Indication
Encom	Harmony	Dual Yellow Indication Dual Red Indication
K&K Systems, Inc.	KK161709-TX	Single Yellow Indication (116-S12)* Dual Yellow Indication (118-D12)* Single Red Indication (115-S12)* Dual Red Indication (117-D12)*
Paradigm Traffic, Inc.	AI070-90W-15CAB	Dual Yellow Indication
RTC	TXDCSZ (1 Battery)	Dual Yellow Indication
	TXDC2BATT (2 Battery)	Dual Yellow Indication

### 24-Hour Flasher Assembly

Manufacturer	Model/Number	Type
Texas Highway Products (formerly ACM Highway Products)	SF24-1R-Z1	Single Red Indication
	SF24-1Y-Z1	Single Yellow Indication
	SF24-2R-Z1	Dual Red Indication
	SF24-2Y-Z1	Dual Yellow Indication
	SF24-1R-Z2	Single Red Indication
	SF24-1Y-Z2	Single Yellow Indication
	SF24-2R-Z2	Dual Red Indication
	SF24-2Y-Z2	Dual Yellow Indication
Traffic and Parking Control Company, Inc. (TAPCO)	600173 (Dual BlinkerBeacon)	Dual Yellow Indication
WE Manufacturing	TxDOT Solar Flasher	Dual Yellow Indication Dual Red Indication

\*Approval of 24HR flasher only (Side of Pole Mount Type).

### School-Zone Flasher Assembly

Manufacturer	Model/Number	Type
BDesign	BDSZ-1Y-Z1	Single Beacon School-Zone
	BDSZ-2Y-Z1	Dual Beacon School-Zone
	BDSZ-1Y-Z2	Single Beacon School-Zone
	BDSZ-2Y-Z2	Dual Beacon School-Zone
Carmanah	R829-G	Dual Beacon Indication
Chapel Hill	SPSZ-TX1	School-Zone
Consolidated Traffic Controls Inc.	RTC SZF-TX1Y	School-Zone
	RTC SZF-TX2Y	School-Zone
Eltec	S890501	Single Beacon School-Zone
	S890504	Dual Beacon School-Zone
Encom	Harmony	Dual Yellow Indication
Paradigm Traffic, Inc.	AI070-90W-15CAB	Dual Yellow Indication
RTC	TXDCSZ (1 Battery)	Dual Yellow Indication
	TXDC2BATT (2 Battery)	Dual Yellow Indication
Texas Highway Products (formerly ACM Highway Products)	SFSZ-2Y-Z1	School-Zone
	SFSZ-2Y-Z2	School-Zone
Traffic and Parking Control Company, Inc. (TAPCO)	600173 (Dual BlinkerBeacon)	Dual Yellow Indication

### Replacement Parts

Manufacturer	Model/Number	Type
Consolidated Traffic Controls Inc.	RTC 502598TxDOTF	Panel DC with Flasher & Regulator

**MATERIAL PRODUCER LIST (MPL) FOR  
DMS-11160, "FLASHER CONTROLLER ASSEMBLY"**

The following products are pre-qualified for use on the projects where flasher controller assemblies are furnished or installed as required by the plans or item descriptive code. Flasher controller assemblies are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**Flasher Cabinets**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
B Designs	FB1-TX
Chapel Hill / Traffic Parts	2859
Henke Enterprises	NFF2C
Mobotrex Distribution (formerly Brown Traffic)	EPS217
RTC	RTCAC
TEC (Traffic Engineering Controls)	NF2C-TX
Cubic ITS (Trafficware)	50040-2000
WE Manufacturing	WE-MFG 120V AC Flasher

**Time Clocks**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
ELTEC (Electrotechnics)	TC-18 <u>Software used to connect:</u> DLPRO 18
RTC	AP21T <u>Software used to connect:</u> trcomp AP22 <u>Software used to connect:</u> RTC Connect
Cubic ITS (Trafficware)	50075-2001 (Chronomax) <u>Software used to connect:</u> Chronomax Direct

**MATERIAL PRODUCER LIST (MPL) FOR  
DMS-11170, "TRAFFIC SIGNAL CONTROLLER ASSEMBLY"**

The following products are pre-qualified for use on the projects where traffic signal controller assemblies are furnished or installed as required by the plans or item descriptive code.

Traffic signal controller assemblies are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**CONTROLLER UNIT (ONLY)**

**NEMA, TS-2, Pole-Mount/Base-Mount (12 and 16 positions), SDLC Traffic Controller Assembly with ABC Connectors (Type 2) and without ABC Connectors (Type 1)**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>	<b>Type</b>	<b>Firmware Version</b>
Econolite	Cobalt (Color Touch Screen)	Type 1 and 2	3.2.13-Rev-A ***
	Cobalt (Non-Touch Screen)	Type 1 and 2	3.2.13-Rev-A ***
Econolite ATMS Software	Centracs		2.6.4.10
	Centracs Local Edition (Standalone)		2.6.4.10
QFree (formerly Intelight)	XN	Type 1 and 2	2.12.0
QFree (formerly Intelight) ATMS Software	Kinetic		1.9.0.745
McCain, Inc.	M57970 (ATCeX2)	Type 1	3.3.00
	M57390 (ATCeX2)	Type 2	3.3.00
McCain ATMS Software	Transparity		1.4
Oriux (Peek Traffic Corp. DBA Oriux)	ATC 1000 Gen 1	Type 1 and 2	3.18
	ATC 1000 Gen 2	Type 1 and 2	3.18
Oriux (Peek Traffic Corp. DBA Oriux)	Spinnaker		2.0.0
	ATC Link (Standalone)		3.25
Yunex Traffic (A Siemens Business)	8132-0000-** (M60 NEMA Linux)*	Type 2	5.4.4
	8133-0000-** (M60 ATC Lite)*	Type 2	5.4.4
	8133-0004-** (M60)*	Type 2	5.4.4
Yunex Traffic (A Siemens Business) ATMS Software	Tactics		5.5.1
Cubic ITS (Trafficware)	50280-2140	980 ATC Type 1	85.3.0
	50280-2240	980 ATC Type 2	85.3.0
	COM-11xxxx10****	Commander Type 1	85.3.0
	COM-21xxxx10****	Commander Type 2	85.3.0
Trafficware ATMS Software	ATMS.Now		2.12
	Street Sync		1.5

## CONTROLLER UNIT (ONLY)

### **NEMA, TS-2, Pole-Mount/Base-Mount (12 and 16 positions), SDLC Traffic Controller Assembly with ABC Connectors (Type 2) and without ABC Connectors (Type 1)**

Manufacturer/Distributor	Model/Number	Type	Firmware Version
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\*Not compatible with Econolite Accuscan 600, 1000 and Smartmicro Type 32 radar systems when using SDLC. Use expansion module (contact closure) cards. (ATC8309 Engine Board)

\*\*This denotes latest approved firmware by TRF-TM Branch.

\*\*\*New Cobalt's are being shipped with new EB1.3 (repackaging EOS 3.2.13 to include new firmware (EBOS 06.18)

\*\*\*\*Are manufacturer variable options that do not affect adherence to specification

\*\*\*\*\*MaxView uses an Microsoft plugin called "Silverlight" that is no longer supported/updated. Therefore, the MaxView ATMS is no longer allowed for use on the TxDOT network. Contact TRF-TM for further info.

## CABINET ASSEMBLY

### **NEMA, TS-2, Pole-Mount/Base-Mount (12 and 16 positions), SDLC Traffic Controller Assembly without ABC Connectors**

Manufacturer/Distributor	Model/Number
Econolite	CAB17366 (Rev R) (Size 6, 16-position, Base Mount) <ul style="list-style-type: none"> <li>• Model P44</li> <li>• Part# 170-1020-521-2</li> </ul>
Henke Enterprises, Inc.	M128T-TS2-1 (Size 5, 12-position, Pole Mount 30" Wide)
	M62128-TS2-1 (Size 5, 12-position, Pole Mount, 62") **
	P128T-TS2-1 (Size 6, 12-position, Base Mount)
	P168T-TS2-1 (Size 6, 16-position, Base Mount)
	HEN-TS2 (Size 6, 16-position, Base Mount)
	P67168-TS2-1 (Size 6, 16-position, Base Mount, 67") *
McCain	M47800 (Size 6, 16-position, Base Mount)
Mobotrex Distribution (formerly Brown Traffic)	EL702-TX2P (Size 5, 12-position, Pole Mount)
	EL708-TX2 (Size 5, 12-position, Pole Mount, (62") **
	EL702-TX2 (Size 5, 12-position, Base Mount)
	EL712-TX2 (Size 6, 16-position, Base Mount)
	ELS1008-TX2 (Size 6, 16-position, Base Mount, Stretch P, 66") *
	EL720-TX2 (Size 6, 16-position, Base Mount) (R Cabinet, 77") *
Paradigm Traffic Systems, Inc.	PT-M55128TS2-1 (Size 5, 12-position, Pole Mount)
	004-M62128-TS2-1-TX (Size 5, 12-position, Pole Mount, 62") **
	PT-P38128TS2-1 (Size 5, 12-position, Pole Mount 38" Wide)
	PT-P44128TS2-1 (Size 6, 12-position, Base Mount)
	PT-P44168TS2-1 (Size 6, 16-position, Base Mount)
	004-PT-P442D168-TX (Size 6, 16-position, Base Mount, 67") *
Oriux (Peek Traffic Corp. DBA Oriux)	8500-17568 (Size 6, 16-position, Base Mount)
	8500-17568-01 (Size 6, 16-position, Base Mount)
RTC Manufacturing	TS-2-P16-TX (Size 6, 16-position, Base Mount)
Cubic ITS (Trafficware)	70008-3044E-BM (Size 5, 12-position, Base Mount)

## CABINET ASSEMBLY

**NEMA, TS-2, Pole-Mount/Base-Mount (12 and 16 positions), SDLC Traffic Controller Assembly  
without ABC Connectors**

Manufacturer/Distributor	Model/Number
	70008-3044E (Size 5, 12-position, Pole Mount)
	70008-3044E-62 (Size 5, 12-position, Pole Mount, 62") **
	70006-3044 (Size 6, 16-position, Base Mount)
	70006-3044E (Size 6, 16-position, Base Mount)
	70006-3044E-68RD (Size 6, 16-position, Base Mount, 68") *

\* This model of cabinet is taller with a third shelf and additional rear door.

\*\*This model of cabinet is taller with a third shelf

## Malfunction Management Unit (MMU)

Manufacturer/Distributor	Model/Number	Firmware Ver.
Eberle Design (EDI)	MMU2-16LEip*	7.5
Eberle Design (EDI) Software	ECcom	4.5

\* This model of MMU is also rebranded with the Trafficware and Econolite name.

## Flasher Load Switch

**NEMA, TS-2, TWO CIRCUIT, SOLID STATE, 15-AMP**

Manufacturer/Distributor	Model/Number
Eberle Design (EDI)	810*
GDI	204
PDC	204

\* This model of EDI Flasher Load Switch is also rebranded with the Econolite name.

## Flash Transfer Relays

**NEMA, TS-2, THREE CIRCUIT, SOLID STATE, 10-AMP**

Manufacturer/Distributor	Model/Number
AEMCO	136-4992
Deltrol Controls	295
Magnecraft	21ACPXD-5
Midtex	136-62T3A1
Reno A&E	TR-200
Struthers-Dunn	21ACPX-21XBXP
Struthers-Dunn	21XBXPL-120VAC

**Load Switch****NEMA, TS-2, THREE CIRCUIT, SOLID STATE, 10-AMP**

Manufacturer/Distributor	Model/Number
Eberle Design (EDI)	510
PDC	200*
TSC	200

\* This model of EDI Load Switch is also rebranded with the Econolite name.

**Bus Interface Unit (BIU)****NEMA, TS-2**

Manufacturer/Distributor	Model/Number
Eberle Design (EDI)	BIU-700
Econolite	160-1018-501
Cubic ITS (Trafficware)	BIU-700-TW (Same as EDI BIU-700)

**Power Supply (PS)****NEMA, TS-2**

Manufacturer/Distributor	Model/Number
Eberle Design (EDI)	PS 250 A (Linear Power Supply)
	PS 250 B (Switching Power Supply)
	PS 250 E (Linear Power Supply)*
Eagle (Mobotrex Distribution, formerly Brown Traffic)	CPS 105
Cubic ITS (Trafficware)	PS2D

\* This model of Power Supply is the EDI PS250A that is rebranded with the Econolite name.

**Surge Protection Device (SPD)**

Manufacturer/Distributor	Model/Number
Citel	DS72US-120S/G (SPD) DUC31 (EMI/RFI Filter) DS72US-120S/G-F-ASSM (SPD & Filter) M50-120S-A (SPD) M50-120S-B (SPD) M50F-120S-A (SPD & Filter) M50F-120S-B (SPD & Filter)
Dehn	SN 4616 (Part#989409/S)
Eaton	ITCF1203-RJ
Emerson	SHA-1235FS
HESCO	SPD130KV2 HE1820

## Traffic Signals (SS)

The following materials are pre-qualified for use with the Department's *Standards Specifications for Construction and Maintenance of Highways, Streets, and Bridges* and are associated with TO Specifications, which pertain to the installation of highway traffic signals. This is unique to statewide special specifications. District wide and one-time use (OTU) are not represented in this list.

The TO specs were traditionally created as "Traffic Operations" special specifications that were used as purchasing specifications. These TO specs were part of traffic item descriptions for materials that are stocked at the TxDOT warehouses that supply districts maintenance items to maintain current traffic signal equipment along TxDOT roadways. These TO specs were also referenced in other contract procurements where these items were procured (i.e. TxSmartBuy)

### **MATERIAL PRODUCER LIST (MPL) FOR SPECIAL SPECIFICATION TO-3056 FLASH TRANSFER RELAYS** (These items are parts and accessories and part of DMS-11170)

The following products are pre-qualified for use on the projects where Flash Transfer Relays are furnished or installed as required by the plans or item descriptive codes. Flash Transfer Relays are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

#### **Electromechanical Devices**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
AEMCO	136-4992
Deltrol Controls	295
Magnecraft	21ACPXD-5
Midtex	136-62T3A1
Reno A&E	TR-200
Struthers-Dunn	21ACPX-21XBXP
Struthers-Dunn	21XBXPL-120VAC

**MATERIAL PRODUCER LIST (MPL) FOR  
SPECIAL SPECIFICATION TO-4050 SPREAD SPECTRUM RADIO FOR TRAFFIC  
SIGNAL CLOSED LOOP SYSTEMS**

(These items are not part of any current DMS)

The following products are pre-qualified for use on the projects where Spread Spectrum Radio for Traffic Signal Closed Loop Systems are furnished or installed as required by the plans or item descriptive codes. Spread Spectrum Radio for Traffic Signal Closed Loop Systems are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**Spread Spectrum Radio for Traffic Signal Closed Loop Systems**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Encom	COMMPAK 2000 Series* (contact closure for detection)
	COMMPAK 4000 Series* (contact closure)
	COMMPAK 5000 Series* (closed loop)
	COMMPAK 7000 Series* (two-way contact closure)
	COMMPAK 8000 Series* (Ethernet)
Freewave	FGR-115RE* (Ethernet)
	FGR-115RC* (rugged)
	FGR-115WC* (waterproof)
Intuicom	Communicator II –
	• FIP1-900C2M-R2 (shelf mounted 900 MHz radio)
Intuicom	DIO Radio –
	• FIP1-900DIO-R (switch closure 900 MHz radio)
Microhard Systems, Inc.	Nano IP n920 (with enclosure)
GE (General Electric Company)	9810 (data only)
	iNet 900* (Ethernet)
	TransNET 900*
Phoenix Contact	RAD-ISM-900-EN-BD (900 MHz frequency hopping, serial, and Ethernet)
Simrex Corporation	SS-900; Alias Datamover SS (900 MHz frequency hopping and serial)

\*Forward Store Capabilities

**Surge Protection Devices (SPDs) for  
Spread Spectrum Radio for Traffic Signal Closed Loop Systems**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Citel	P8AX09-N/FF (SPD Coax for Spread Spectrum Systems)

**MATERIAL PRODUCER LIST (MPL) FOR  
SPECIAL SPECIFICATION TO-6019 PEDESTRIAN PUSH BUTTONS**  
(These items are not part of any current DMS)

The following products are pre-qualified for use on the projects where Pedestrian Push Buttons are furnished or installed as required by the plans or item descriptive codes. Pedestrian Push Buttons are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**Mechanical (Plunger Style)**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Chapel Hill	PB-S10-B04-Y

**Solid State (Piezo Style)**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Polara Enterprises, LLC	BDSP-04-Y (Bull Dog)

**MATERIAL PRODUCER LIST (MPL) FOR  
SPECIAL SPECIFICATION TO-6045 TWO CHANNEL LOOP DETECTOR**  
(These items are not part of any current DMS)

The following products are pre-qualified for use on the projects where Two Channel Loop Detector are furnished or installed as required by the plans or item descriptive codes. Two Channel Loop Detector are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**TWO CHANNEL LOOP DETECTOR**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Eberle Design (EDI)	Oracle 2E
Reno A&E	Model C (1200-SS)
Oriux (Peek Traffic Corp. DBA Oriux)	292 CC-D
Global Traffic Technologies (GTT)	Canoga 9004 (4-channel card with ethernet port)
Cubic ITS (Trafficware)	722L (2-channel LCD)
	722LC (2-channel LCD)
	724 (4-channel LCD)

**MATERIAL PRODUCER LIST (MPL) FOR  
SPECIAL SPECIFICATION TO-6290(A) VIDEO IMAGING VEHICLE DETECTION  
SYSTEM (Intersection Control Only)**

(These items are not part of any current DMS)

The following products are pre-qualified for use on the projects where Video Imaging Vehicle Detection Systems are furnished or installed as required by the plans or item descriptive codes. Video Imaging Vehicle Detection Systems are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**Video Imaging Vehicle Detection System**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
FLIR (Consolidated Traffic Controls)	Traficon VIP 3.1 (single camera input)
	Traficon VIP 3.2 (two camera input)
	Traficon VIP/3D.2 Edge (dual camera video detection processor)
	Traficon VIP/3D.1 Edge (single camera video detection processor)
	Traficon Viewcom E (Ethernet or serial communication interface for remote video viewing of the VIP/3D.1 or VIP/3D.2 Edge video processor)
Iteris, Inc.	Iteris Edge 2-2N TEXAS
Paradigm Traffic Systems, Inc.	Econolite Autoscope Solo Pro
	Econolite Autoscope Rackvision
	Econolite Autoscope Rackvision Terra
	Econolite Autoscope Rackvision Pro2
Oriux (Peek Traffic Corp. DBA Oriux)	VideoTrak-IQ
Cubic ITS (Trafficware)	Traficon VU BIU
	Traficon VU COM
	Traficon VU 2 Series (includes VU 2 & VU 2F two camera input)
	Traficon VU 1 Series (includes VU 1 & VU 1F one camera input)

**Surge Protection Devices (SPDs) for Video Imaging Vehicle Detection Systems**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Citel	P8AX09-B/FF (SPD Coax for VIVDS)

**MATERIAL PRODUCER LIST (MPL) FOR  
SPECIAL SPECIFICATION TO-6291 VIDEO IMAGING VEHICLE DETECTION  
SYSTEMS (For Intersection Stop Line Detection)**

(These items are not part of any current DMS)

The following products are pre-qualified for use on the projects where Video Imaging Vehicle Detection Systems (For Intersection Stop Line Detection) are furnished or installed as required by the plans or item descriptive codes. Video Imaging Vehicle Detection Systems (For Intersection Stop Line Detection) are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**Video Imaging Vehicle Detection System (For Intersection Stop Line Detection)**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Econolite	<u>Autoscope Vision System</u> <ul style="list-style-type: none"><li>• Camera</li><li>• Comm Manager (Power Dist. Panel/Comm/SDLC)</li><li>• Econolite Supervisor (Software for local/remote config)</li></ul>
FLIR (Consolidated Traffic Controls)	<u>Trafiradar System</u> <ul style="list-style-type: none"><li>• Cam/Sensor</li><li>• Power Distribution Panel</li><li>• TI X-Stream Edge Interface</li><li>• PIM (Used with TS2 SDLC for additional 64 outputs)</li><li>• 4/Os xp Expansion Boards (For additional outputs)</li><li>• Traficon Configuration Tool (Software used for remote config)</li></ul>
Gridsmart	<u>Gridsmart System</u> <ul style="list-style-type: none"><li>• Camera</li><li>• GS2 (Processor)**</li><li>• GS3 (Processor)</li><li>• Gridsmart Client (Software for remote config)</li></ul>
Iteris	<u>Vantage Vector System</u> <ul style="list-style-type: none"><li>• Camera/Sensor</li><li>• Power Distribution Panel</li><li>• Processor</li><li>• VRAS (Software for Remote Config.)</li></ul> <u>Vantage Next System</u> <ul style="list-style-type: none"><li>• Camera</li><li>• CCU (Power Distribution Panel)</li><li>• Processor</li><li>• Next Setup Tool/Viewer (Software for remote config)</li></ul>

### Video Imaging Vehicle Detection System (For Intersection Stop Line Detection)

Manufacturer/Distributor	Model/Number
ITS Plus, Inc.	<p><u>ITS Plus System</u></p> <ul style="list-style-type: none"> <li>• Camera</li> <li>• Power Distribution Panel</li> <li>• Processor</li> <li>• SVS (Software for remote config)</li> </ul> <p><u>ITS Plus Thunder***</u></p> <ul style="list-style-type: none"> <li>• ITS Plus Thunder ITSP-T600POE-AI</li> <li>• Camera - Part# ITSP-POE-110 (Wide Angle Lens, ITSP-PMPOE standard)</li> <li>• Power over Ethernet (PoE) surge suppression device - Part# DTK-NETMS</li> <li>• PoE Extender (when needed) - Part# DTK-EXTMS</li> <li>• 4 channel Video Encoder Part # ARTPEC-7 and EM-HDLC SDLC Converter</li> <li>• Flow Insights (Software for remote config)</li> </ul>
Miovision Technologies	<p><u>MiovisionOne System</u></p> <ul style="list-style-type: none"> <li>• CoreDCM (Detection and Count Module)</li> <li>• SmartView Camera</li> <li>• Web Browser (For local/remote config) <ul style="list-style-type: none"> <li>◦ Roadside and Cloud Configuration Tool</li> </ul> </li> </ul>
NoTraffic	<p><u>NoTraffic Detection &amp; Sensing System Model 2.0</u></p> <ul style="list-style-type: none"> <li>• Control Unit</li> <li>• Sensor Unit</li> <li>• DIN Rail w/power distribution</li> <li>• Intersection Manager (Web UI for local/remote config)</li> </ul>
Rhythm Engineering	<p><u>codeGreen</u></p> <ul style="list-style-type: none"> <li>• codeGreen Processor</li> <li>• Panamorphic Lens Camera</li> <li>• SDLC Module</li> <li>• DIN Rail w/ethernet switch and power distribution</li> <li>• Code Green Configurator (Web UI for local/remote config)</li> </ul>

### Surge Protection Devices (SPDs) for Video Imaging Vehicle Detection Systems (For Intersection Stop Line Detection)

Manufacturer/Distributor	Model/Number
Citel	CGMJ8-POE-A (SPD POE for VIVDS)*
	CRMJ8-POE-C6A (SPD POE for VIVDS)*
	CWMJ8-POE-C6A (SPD POE for VIVDS)*
	MJ8-C6A (SPD Ethernet for VIVDS)
	MJ8-POE-A (SPD POE for VIVDS)
	MJ8-POE-C6A (SPD POE for VIVDS)

\*These SPD's are in an outdoor rated enclosure

\*\*The GS2 will be removed from the MPL on 04-17-25. The GS3 is the updated processor.

\*\*\*This system could be used for a direct replacement for a short-term solution for legacy video detection system cameras that utilize coax cable. Contact TRF-TM for further information.

**MATERIAL PRODUCER LIST (MPL) FOR  
SPECIAL SPECIFICATION TO-6295 WIRELESS VIDEO IMAGING VEHICLE  
DETECTION SYSTEM**

(These items are not part of any current DMS)

The following products are pre-qualified for use on the projects where Wireless Video Imaging Vehicle Detection System are furnished or installed as required by the plans or item descriptive codes. Wireless Video Imaging Vehicle Detection System are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**WIRELESS VIDEO IMAGING VEHICLE DETECTION SYSTEM**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Iteris	4WCAMSYS
Traficon	FPCT 5.8

**MATERIAL PRODUCER LIST (MPL) FOR  
SPECIAL SPECIFICATION TO-6300 THERMAL TRAFFIC CAMERA**  
**(These items are not part of any current DMS)**

The following products are pre-qualified for use on the projects where Thermal Cameras are furnished or installed as required by the plans or item descriptive codes. Thermal Cameras are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**TWO CHANNEL LOOP DETECTOR**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
FLIR Systems, Inc.	SR-Series
	FC-Series

**MATERIAL PRODUCER LIST (MPL) FOR  
SPECIAL SPECIFICATION TO-7010 NETWORKED SCHOOL ZONE FLASHER  
SYSTEMS**

(These items are not part of any current DMS)

The following products are pre-qualified for use on the projects where Networked School Zone Flasher Systems are furnished or installed as required by the plans or item descriptive codes. Networked School Zone Flasher Systems are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**Networked School Zone Flasher Systems**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Applied Information	System consists of the following:  <u>Time Clock:</u> <ul style="list-style-type: none"><li>• AI-500-070</li></ul> <u>Software:</u> <ul style="list-style-type: none"><li>• Glance (Cloud Based)</li></ul>
Encom	Harmony <u>System consists of the following:</u>  <u>Time Clock:</u> <ul style="list-style-type: none"><li>• EH 600 DC Gateway</li><li>• EH 600 AC Gateway</li><li>• EH 500 AC (SBX Remote)</li><li>• EH 500 DC (SBX Remote)</li><li>• HAR-700-DC-KIT (Cellular Gateway)</li><li>• HAR-700-AC-KIT (Cellular Gateway)</li><li>• HAR-700-DC-NR-KIT (Cellular/No Radio)</li><li>• HAR-700-AC-NR-KIT (Cellular/No Radio)</li></ul> <u>Software:</u> <ul style="list-style-type: none"><li>• Stratos</li><li>• ATMOS Cloud (Cloud Based**)</li></ul> <p>** For cloud-based solution from Encom, it is recommended to use the vendor supplied cellular router.</p>
Eltec Traffic Products	System 3000 <u>System consists of the following:</u>  <u>Time Clock:</u> <ul style="list-style-type: none"><li>• Lang 3000</li><li>• TC-3000</li></ul> <u>Software:</u> <ul style="list-style-type: none"><li>• DLPRO 3000</li></ul> <u>Notes:</u> <p>Uses 900MHz radios for Lang and TC Clocks, with TxDOT approved cellular modem. For solar applications, a lower power usage modem is recommended. TxDOT TRF-TM has this info on recommended models.</p>

## Networked School Zone Flasher Systems

Manufacturer/Distributor	Model/Number
RTC Manufacturing	<p>RTC Connect</p> <p><u>System consists of the following:</u></p> <p><u>Time Clock:</u></p> <ul style="list-style-type: none"> <li>• APP22</li> <li>• (Optional): Guardian (AC &amp; DC Models)</li> </ul> <p><u>Software:</u></p> <ul style="list-style-type: none"> <li>• RTC Connect (Software on PC) *</li> <li>• RTC Connect (Cloud Based) **</li> </ul> <p><u>Notes:</u></p> <p>Uses either vendor supplied cellular modem or TxDOT approved cellular modem.</p> <p>* Contact TRF-TM for further details when using a TxDOT supplied modem with RTC system.</p> <p>** For cloud based solution from RTC, it is recommended to use the vendor supplied cellular router.</p>

**MATERIAL PRODUCER LIST (MPL) FOR  
SPECIAL SPECIFICATION TO-8000 RADAR VEHICLE DETECTION SYSTEM**  
 (These items are not part of any current DMS)

The following products are pre-qualified for use on the projects where Radar Vehicle Detection Systems are furnished or installed as required by the plans or item descriptive codes. Radar Vehicle Detection Systems are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**Radar Vehicle Detection System**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Iteris, Inc. (Manufacturer) (No Texas Vendor)	<p>Vantage Vector (Advance Detection)</p> <ul style="list-style-type: none"> <li>Processor*</li> <li>Sensor**</li> <li>SPD Panel (Surge Protection)</li> <li>Radius Setup Tool (RST-2) (Software for Remote Config.)</li> </ul> <p>* This system uses a specific card style Vector Edge Processor for both radar and video detection.</p> <p>** Sensor for this system is typically coupled with a video camera for presence detection</p>
	<p><u>Vantage Radius (Presence Detection)</u></p> <ul style="list-style-type: none"> <li>CCU*</li> <li>Sensor**</li> <li>SPD Panel (Surge Protection)</li> <li>Radius Setup Tool (RST-2) (Software for Remote Config.)</li> </ul> <p>* CCU can vary depending on intersection setup. (i.e. 2, 4 sensor capable CCU's. The older CCU's can be upgraded to latest firmware for compatibility with Radius Plus and Radius systems.</p> <p>** This system was only presence detection and Iteris had two generations of this system, a Gen 1 and Gen 2.</p>
	<p><u>Vantage Radius Plus (Presence/Advanced Detection)</u></p> <ul style="list-style-type: none"> <li>CCU*</li> <li>Sensor**</li> <li>SPD Panel (Surge Protection)</li> <li>Radius Setup Tool (RST-2) (Software for Remote Config.)</li> </ul> <p>* CCU can vary depending on intersection setup. (i.e. 2, 4 sensor capable CCU's.</p> <p>** Sensor for this system do both presence and advanced detection in one sensor.</p>
MS Sedco (Manufacturer) (No Texas Vendor)	<p>Intersector (Presence &amp; Advance Detection)</p> <ul style="list-style-type: none"> <li>TC-CK1-SBE (Sensor)</li> <li>TCIB-2.1 (Contact Closure Card 2 Channel)</li> <li>TCIB-4.1 (Contact Closure Card 4 Channel)</li> </ul> <p>TCPI-4 Power Injector</p>

## Radar Vehicle Detection System

Manufacturer/Distributor	Model/Number
	<p>Intersector (Advance Detection)</p> <ul style="list-style-type: none"> <li>• TC-CK1-VMS (Sensor)</li> <li>• TCIB-2.1 (Contact Closure Card 2 Channel)</li> <li>• TCIB-4.1 (Contact Closure Card 4 Channel)</li> </ul> <p>TCPI-4 Power Injector</p>
NoTraffic (Manufacturer) Texas Highway Products (Texas Vendor)	<p><u>NoTraffic Detection &amp; Sensing System Model 2.0</u> <u>(Presence &amp; Advanced Detection)</u></p> <ul style="list-style-type: none"> <li>• Control Unit</li> <li>• Sensor Unit</li> <li>• DIN Rail w/power distribution</li> </ul> <p>Intersection Manager (Web UI for local/remote config)</p>
Smartmicro (Manufacturer) Paradigm (Texas Vendor)	<p>Type 44 (Presence Detection)*</p> <ul style="list-style-type: none"> <li>• UMRR11 Sensor (Full Duplex)</li> <li>• Works with TMIB V2 Only</li> </ul> <p>Type 48 (Presence &amp; Advance Detection) (TRUGRD)*</p> <ul style="list-style-type: none"> <li>• C Sensor (Full Duplex)</li> <li>• Works with TMIB V2 Only</li> </ul> <p>*Use Comm Hub w/SDLC Module for proper operation with the Yunex M60 traffic signal controller</p>
	<p>Type 48 Stream (Presence &amp; Advance Detection) (TRUGRD)*</p> <ul style="list-style-type: none"> <li>• C Sensor (Full Duplex)</li> <li>• Comm Hub (SDLC, Power Supply, SPD)</li> <li>• 3 Conductor Wire (Ethernet over Power)</li> </ul> <p>*Use Comm Hub w/SDLC Module for proper operation with the Yunex M60 traffic signal controller</p>
Teledyne FLIR (Manufacturer) Consolidated Traffic Controls (Texas Vendor)	Trafiradar (Advance Detection)
Wavetronix (Manufacturer) Twincrest Technologies (Texas Vendor)	<p>Presence &amp; Advance Detection</p> <ul style="list-style-type: none"> <li>• ARC Series* (2,5,6 Sensor)</li> <li>• Click 65x (600=4 Sensor, 650=4 Sensor, 656=6 Sensor)</li> <li>• SS Presence (WX-SS-225)</li> <li>• SS Advanced (WX-SS-200)</li> <li>• SS Advanced Extended Range (WX-SS-200E)</li> <li>• SS Manger Advanced &amp; Matrix (Software for local/remote config.).</li> <li>• Web UI (Click 65x for some programming capabilities)</li> <li>• Expanse (SW for ARC Config. only)</li> </ul> <p>* Compatible with current listed sensors</p>

**MATERIAL PRODUCER LIST (MPL) FOR  
SPECIAL SPECIFICATION TO-8010 WIRELESS MAGNETOMETER VEHICLE  
DETECTION SYSTEMS**

(These items are not part of any current DMS)

The following products are pre-qualified for use on the projects where Wireless Magnetometer Vehicle Detection Systems are furnished or installed as required by the plans or item descriptive codes. Wireless Magnetometer Vehicle Detection Systems are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**Wireless Magnetometer Vehicle Detection Systems**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Cubic ITS (Trafficware) (Manufacturer) (No Texas Vendor)	Valence Pod System
Sensys Networks	VDS240

**MATERIAL PRODUCER LIST (MPL) FOR  
SPECIAL SPECIFICATION TO-8248 UNINTERRUPTIBLE POWER SUPPLY (UPS)  
SYSTEM FOR SIGNAL CABINETS**

(These items are not part of any current DMS)

The following products are pre-qualified for use on the projects where Uninterruptible Power Supply (UPS) System for signal cabinets are furnished or installed as required by the plans or item descriptive codes. Uninterruptible Power Supply (UPS) System assemblies are subject to testing. No substitutions of products will be allowed when pre-qualified products are shown.

**Uninterruptible Power Supply (UPS) System for signal cabinets**

<b>Manufacturer/Distributor</b>	<b>Model/Number</b>
Alpha Technologies, Inc. (Manufacturer) Paradigm Traffic (Texas Vendor)	<p><u>UPS Assembly:</u></p> <ul style="list-style-type: none"> <li>• S6-FXM2-4X1810229</li> </ul> <p><u>Inverter/Charger:</u></p> <ul style="list-style-type: none"> <li>• FXM-2000, 120V i/o, 48VDC, SNMP-017-232-31</li> <li>• FXM-HP 2000 (Part #0170022-001)</li> </ul> <p><u>Cabinet:</u></p> <ul style="list-style-type: none"> <li>• TXDOT S6 w/o Gen w/RM UATS, Srg, BCK, SrvPnl-026-053-75</li> </ul> <p><u>Batteries:</u></p> <ul style="list-style-type: none"> <li>• 4ea. – Alpha Cell 240XTV Battery, 12V, 112Ah, Top M6Fem Term-1810229</li> </ul>
American Power Conversion (APC) (Manufacturer) Consolidated Traffic Controls (Texas Vendor)	<p><u>UPS Assembly:</u></p> <ul style="list-style-type: none"> <li>• APC-TXDOT</li> </ul> <p><u>Inverter/Charger:</u></p> <ul style="list-style-type: none"> <li>• IND1K3H12SB (Includes Smart UPS 1300W (XU1K3LLXXRCC) and SBU)</li> </ul> <p><u>Cabinet:</u></p> <ul style="list-style-type: none"> <li>• CTCBBS (260012)</li> </ul> <p><u>Batteries:</u></p> <ul style="list-style-type: none"> <li>• 4ea. – Interstate DCM0100L</li> <li>• 4ea. – MK8A30 HEI batteries</li> </ul>

### Uninterruptible Power Supply (UPS) System for signal cabinets

Manufacturer/Distributor	Model/Number
Clary (Manufacturer) Texas Highway Products (Texas Vendor)	<p><u>UPS Assembly:</u></p> <ul style="list-style-type: none"> <li>• Clary SP2000LX-N Assembly</li> <li>• Clary SP2000LX-N/48 Assembly</li> </ul> <p><u>Inverter/Charger:</u></p> <ul style="list-style-type: none"> <li>• SP2000LX</li> <li>• SP200LX-N/48</li> </ul> <p><u>Cabinet:</u></p> <ul style="list-style-type: none"> <li>• Bison Cabinet-014406</li> </ul> <p><u>Batteries:</u></p> <ul style="list-style-type: none"> <li>• 8ea. – OPB-1251</li> <li>• 8ea. – MK 8A24HEI</li> <li>• 4ea. – SLA1195 (Interstate)</li> </ul>
Marathon (Manufacturer) Tiger Traffic, formerly Wildcat (Texas Vendor)	<p><u>UPS Assembly:</u></p> <ul style="list-style-type: none"> <li>• CTRS-2004-01</li> </ul> <p><u>Inverter/Charger:</u></p> <ul style="list-style-type: none"> <li>• Marathon Power 2000VA/1500W (Part# TRTC-2004-N1)</li> </ul> <p><u>Cabinet:</u></p> <ul style="list-style-type: none"> <li>• Southern Manufacturing 49H22W17D BBS Enclosure (New Cabinet Design)</li> </ul> <p><u>Batteries:</u></p> <ul style="list-style-type: none"> <li>• 4ea. – MK 8A30 HEI</li> </ul>
Multilink (Manufacturer) Mobotrex (Texas Vendor)	<p><u>UPS Assembly:</u></p> <ul style="list-style-type: none"> <li>• MBBU-L2200</li> </ul> <p><u>Inverter/Charger:</u></p> <ul style="list-style-type: none"> <li>• 8005-0130-UPS2200-ML (w/UPS cable assembly)</li> </ul> <p><u>Cabinet:</u></p> <ul style="list-style-type: none"> <li>• EL762TX1</li> </ul> <p><u>Batteries:</u></p> <ul style="list-style-type: none"> <li>• 4ea. – MK 8A30 HEI</li> </ul>

### Uninterruptible Power Supply (UPS) System for signal cabinets

Manufacturer/Distributor	Model/Number
Myers Power Products (Manufacturer) Iteris (Texas Vendor)	<p><u>UPS Assembly:</u></p> <ul style="list-style-type: none"> <li>• MP200E/EL762TX1</li> </ul> <p><u>Inverter/Charger:</u></p> <ul style="list-style-type: none"> <li>• MP2000E</li> </ul> <p><u>Cabinet:</u></p> <ul style="list-style-type: none"> <li>• BC1280 (w/ MK 31HR4000S batteries)</li> <li>• EL762TX1 (w/ MK 8A30HEI batteries)</li> </ul> <p><u>Batteries:</u></p> <ul style="list-style-type: none"> <li>• 4ea. – MK 31HR4000S</li> <li>• 4ea. – MK8A30HEI</li> </ul>
Oriux (Manufacturer) (Peek Traffic Corp. DBA Oriux) (No Texas Vendor)	<p><u>UPS Assembly:</u></p> <ul style="list-style-type: none"> <li>• 5200#15774 (BBU TxDOT Approved / No Batteries Included)</li> </ul> <p><u>Inverter/Charger:</u></p> <ul style="list-style-type: none"> <li>• PB-2000 ITS (Power Back) (2M40-0084 PB2000 w/Ethernet Card)</li> </ul> <p><u>Cabinet:</u></p> <ul style="list-style-type: none"> <li>• 5201-0002 (Cabinet Shell w/Shelves &amp; 1 Fan Assembly)</li> </ul> <p><u>Batteries:</u></p> <ul style="list-style-type: none"> <li>• 4ea. – Universal UB121100 (2X60-0007)</li> <li>• 4ea. – Interstate 12MQ3000 (2X65-0011)</li> </ul>
Cubic ITS (No Texas Vendor)	<p><u>UPS Assembly:</u></p> <ul style="list-style-type: none"> <li>• 50450-200-ML-TX (MultiLink)</li> </ul> <p><u>Inverter/Charger:</u></p> <ul style="list-style-type: none"> <li>• 8005-0130-UPS2200-ML</li> </ul> <p><u>Cabinet:</u></p> <ul style="list-style-type: none"> <li>• 50450-2000-MLAUX</li> </ul> <p><u>Batteries:</u></p> <ul style="list-style-type: none"> <li>• 4ea. – MK 8A30HEI</li> </ul>

### Uninterruptible Power Supply (UPS) System for signal cabinets

Manufacturer/Distributor	Model/Number
ZincFive (Sold by Mobotrex)	<p><u>UPS Assembly:</u></p> <ul style="list-style-type: none"> <li>• UPStealth 2 UPS 1500 XRT</li> </ul> <p><u>Inverter/Charger:</u></p> <ul style="list-style-type: none"> <li>• 09000-00200-00006 /</li> <li>09000-00200-00012</li> <li>(UPStealth 2 UPS Controller)</li> <li>(XRT-Battery</li> <li>Charger/Monitor)</li> </ul> <p><u>Cabinet:</u></p> <ul style="list-style-type: none"> <li>• CAB-GEN2-XRT</li> </ul> <p><u>Batteries:</u></p> <ul style="list-style-type: none"> <li>• 4ea. - 01200-00500-00004</li> <li>(13V 80Ah H S Nickel-Zinc</li> <li>Battery)</li> </ul>

**TEXAS FAMILY CODE SCHEDULE**  
**SOLICITATION NO. 60133000042629**

**Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts**

Respondent shall fill out the appropriate information, sign and return the schedule.

Under Family Code §231.006, relating to child support obligations, Respondent and any other individual or business entity named in this solicitation are eligible to receive the specified payment and acknowledge that this contract may be terminated and payment withheld if this certification is inaccurate. Any response submitted under this solicitation shall contain the names and social security numbers of person or entity holding at least a twenty-five percent ownership interest in the business entity submitting the response. Respondents meeting the ownership must complete the following:

Name	XXX-XX- Social Security Number
Name	XXX-XX- Social Security Number
Name	XXX-XX Social Security Number

If respondent does not meet the ownership criteria under Texas Family code - Section 231.006, check the box below, sign and return the schedule.

This Schedule is not applicable

**FEDERAL PRIVACY ACT NOTICE:** This notice is given pursuant to the Federal Privacy Act. Disclosure of your Social Security (SSN) is required under Section 231.006(c) and Section 231.302(c)(2) of the Texas Family Code. The SSN will be used to identify persons that may owe child support. The SSN will be kept confidential to the fullest extent allowed under Section 231.302(e), Texas Family Code.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**THIS PAGE MUST BE RETURNED WITH THE RESPONSE. FAILURE TO SIGN AND RETURN THIS PAGE MAY RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE.**

**TEXAS DEPARTMENT OF TRANSPORTATION**  
**TERMS AND CONDITIONS**

**PART 1. INTRODUCTION**

**1.01 GENERAL:** These Terms and Conditions apply to the solicitation for goods and/or services [whether a Request for Quote (RFQ), Invitation for Bid (IFB), Request for Offer (RFO) or Request for Proposal (RFP)] offered by the Texas Department of Transportation (TxDOT) (“solicitation”) and any contract issued by TxDOT resulting from the solicitation (“purchase order” or “contract”). The term “response” or “bid” means the proposal, quote, bid, or offer made to TxDOT in response to the solicitation. The term “respondent” or “bidder” means the party who submits the response to the solicitation, including the vendor. The term “vendor” or “contractor” means the party listed as vendor in the contract. Any reference to time in the solicitation or contract shall mean central time.

**1.02 STATUTORY AUTHORITY:** The solicitation and contract are authorized by Government Code Title 10, Subtitle D (the “Purchasing Act”). The solicitation and contract are subject to all applicable requirements of the Purchasing Act [in particular, Government Code Chapter 2151 (General Provisions), Chapter 2155 (Purchasing: General Rules and Procedures), Chapter 2157 (Purchasing: Purchase of Automated Information Systems), and Chapter 2161 (Historically Underutilized Businesses, “HUBs”)] and those requirements established by rule of the Texas Comptroller of Public Accounts (CPA), Statewide Procurement Division (SPD), as contained in Title 34, Chapter 20, of the Texas Administrative Code (“TAC”), and to other applicable federal and state statutes and rules herein cited. Any references in this contract to the “Government Code” mean the Texas Government Code.

**1.03 TITLE VI ASSURANCE:** TxDOT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and 49 C.F.R. Part 21 and 28 CFR §50.3 (for purposes of this section and §6.10 only, the “Acts” and the “Regulations,” respectively), hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Nondiscrimination programs require that federal-aid recipients, sub-recipients, and contractors prevent discrimination and ensure nondiscrimination in all their programs and activities, whether those programs and activities are federally-funded or not.

**1.04 ENVIRONMENTAL IMPACT:** It is TxDOT’s intent to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability, and sound economic considerations in accordance with 34 TAC §20.306 and 20.307.

**1.05 COMPLIANCE WITH LAWS:** Vendor must 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 contract performance, including, if applicable, laws and regulations regarding workers’ compensation, minimum and maximum salaries and wages, prompt payment, and licensing. Vendor must maintain all licenses and certifications required by law or by the contract throughout the term of the contract. When required, vendor must furnish TxDOT with satisfactory proof of its compliance.

**PART 2. GENERAL INSTRUCTIONS**

**2.01 SPECIFICATIONS**

- (a) Respondent must carefully examine the solicitation. Respondent is responsible for securing any additional information from the TxDOT purchaser needed to gain a clear and full understanding of TxDOT’s requirements.

- (b) TxDOT will not be bound by any oral statement or representation contrary to the written specifications of the solicitation. Any revision, clarification, or interpretation pertaining to the solicitation will be in writing and issued by TxDOT as an addendum. Any change or interpretation not in an addendum will not legally bind TxDOT. Any addendum must be issued through TxDOT's Procurement Division.
- (c) The goods furnished or services performed shall be in accordance with the specifications set forth in the solicitation and with these Terms and Conditions. TxDOT will provide clarification of the specifications and determine the quality and acceptability of goods furnished or work performed. If the solicitation is for a service, TxDOT will determine the manner of performance, the rate of progress of the work, and whether vendor's performance of the service is acceptable.
- (d) Any catalog, brand name, or manufacturer's reference used in the solicitation is descriptive only (not restrictive) and is used to indicate type and quality desired. Responses on brands of like nature and quality will be considered unless advertised as proprietary or sole source under Government Code §2155.067. Respondent must show manufacturer, brand or trade name, and other description of the product offered in response to the solicitation. If offer is for other than example(s) shown in the solicitation, include illustration(s) and complete description(s) of product(s) in the response to the solicitation. If respondent takes no exception to specifications or reference data in the response, vendor will be required to furnish brand names, numbers, etc., as specified.
- (e) Unless otherwise specified, all goods offered must be new and in first-class condition, including shipping and storage containers. Verbal agreements to the contrary will not be recognized.
- (f) Manufacturer's standard warranty must apply unless otherwise stated in this solicitation.
- (g) All electrical items must meet all applicable OSHA standards and regulations and bear the appropriate listing from UL, FMRC, or NEMA.
- (h) Any iron or steel product produced through a manufacturing process and used in the project must be produced in the United States, to the extent required by Government Code Chapter 2252, Subchapter G. That Subchapter generally applies to contracts to (A) construct, remodel, or alter a building, a structure, or infrastructure; (B) supply a material for a project described by subsection (A); or (C) finance, refinance, or provide money from funds administered by a governmental entity for a project described by subsection (A).

## **2.02 RESPONSE SUBMISSIONS**

- (a) Response must be submitted as noted in the solicitation.
- (b) Response must be time stamped in TxDOT's mail room or hand-delivered to the address on the solicitation before the hour and date specified for the solicitation opening. Late responses will not be considered under any circumstances and will be returned unopened to respondent.
- (c) Documentation provided with the response should be complete and comprehensive. TxDOT will not be responsible for locating or securing information not included in the response. Failure to furnish required documentation with the response may result in the response being deemed incomplete and non-responsive, resulting in rejection. TxDOT will not be responsible for any expenses relating to responses or development of documentation that may result from this solicitation.
- (d) Failure to sign the solicitation will disqualify the response. The person signing the response must have authorization to contractually bind the company. The solicitation response must include an Employer Identification Number (EIN) and full firm name and address. The EIN should be entered in the space provided on the solicitation.
- (e) Facsimile (Fax) responses will not be considered unless otherwise stated in the solicitation. Fax responses must be received before the hour and date specified for the solicitation opening. TxDOT will not be responsible for failure of electronic equipment or operator error. Responses that are late, illegible, incomplete, or otherwise non-responsive will not be considered.

- (f) Email responses may be accepted if stated on the solicitation. Email responses must be received before the hour and date specified for the solicitation opening and be in Portable Document Format (PDF) (except for pricing schedules, which must be submitted in Excel format using the pricing spreadsheet developed by the department). All attached documents together must not exceed a total of 20 MB, must be signed by respondent, and be attached to the email to be considered for award. TxDOT will not be responsible for failure of electronic equipment, operator error, or system delays or outages. Responses that are late, illegible, incomplete, file-corrupted, flagged as a virus, or otherwise non-responsive will not be considered.
- (g) **RESPONDENT EXCEPTIONS OR CONDITIONED RESPONSES:** Exceptions taken by respondent to TxDOT's Terms and Conditions, or respondent's Terms and Conditions attached to a response, will not be considered unless specifically referred to and clearly identified as such within the response, including, without limitations, exceptions related to software maintenance and usage or equipment maintenance services. TxDOT may reject a response that takes exception to TxDOT's Terms and Conditions.
- (h) TxDOT reserves the right to accept or reject all or any part of any response, waive minor technicalities, and make an award to best serve the interests of the state. TxDOT reserves the right to reject any response not prepared and submitted in accordance with the solicitation requirements.
- (i) Response should indicate number of days required to deliver goods, or begin service (if required), at TxDOT's designated location. Failure to indicate delivery time obligates vendor to complete delivery in fourteen (14) calendar days.
- (j) Samples, when requested, must be furnished at no cost to TxDOT. TxDOT may perform tests on samples. If not destroyed in testing, samples will be returned upon request at respondent's expense. Each sample must be marked with respondent's name and address and TxDOT solicitation number. Samples must not be enclosed or attached to a response unless specified in the solicitation.
- (k) The response, including price, is irrevocable for 120 calendar days following the hour and date specified for the solicitation opening. TxDOT may extend this period with respondent's written agreement.

## **2.03 PRICING**

- (a) TxDOT's automated purchasing system requires pricing to be submitted per unit and extended by multiplying the submitted price by the quantity. Unit prices govern in the event of extension errors. If a trade discount is offered on the solicitation response, it should be deducted, and net line extensions should be shown.
- (b) All purchases are on a firm, fixed price basis unless otherwise stated in the solicitation.
- (c) Vendor must not increase price(s) during the term of the contract unless otherwise stated in the contract. Vendor must give price reductions to TxDOT that result from reduced cost to vendor during the term of the contract.
- (d) All prices must be F.O.B. destination, freight prepaid and allowed. This means vendor must prepay the freight charges and include them in the unit price.
- (e) Purchases made for state use are exempt from state and local sales tax and federal excise tax. Do not include tax in response pricing unless otherwise specified in the solicitation. State Sales Tax and Federal Excise Tax Exemption Certificates will be furnished by TxDOT on request.
- (f) The contract may contain a "Total Cost Not to Exceed" statement. Vendor must not perform any work that may exceed either the contract total or the not-to-exceed total without prior written authorization from TxDOT.
- (g) Consistent and continued tie response pricing may lead to rejection of the responses by TxDOT and investigation for antitrust violations.

**2.04 ADA CONSIDERATIONS AND NOTIFICATION:** Persons with special needs or disabilities who plan to attend any pre-response conference or bid opening and who require auxiliary aids or service should contact the purchaser noted on the solicitation as the point-of-contact a minimum of three (3) business days prior to the meeting so arrangements can be made.

**2.05 RESPONSE OPENINGS AND DISCLOSURE OF INFORMATION**

- (a) At the time of opening for RFOs or RFPs, only the names of respondents will be announced. Prices will not be disclosed.
- (b) At the time of opening for RFQs and IFBs, names of respondents will be announced, and pricing disclosed.
- (c) Information submitted in an accepted response will not be returned to respondent. Government Code Chapter 552 (the “Public Information Act”) allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, respondent must clearly identify in the response any confidential or proprietary information. Proprietary information identified by respondent in the response will be kept confidential by TxDOT to the extent permitted by state law. TxDOT will use best efforts to give respondent or vendor an opportunity to present to the Office of the Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

**2.06 ALTERATIONS OR WITHDRAWAL OF RESPONSES**

- (a) Any alterations to a response made before the opening date and time must be initiated by respondent or authorized agent. Response cannot be altered or amended after the opening date and time.
- (b) A response may be withdrawn if requested in writing prior to the opening or closing date and time. A response may be withdrawn from consideration after the opening date only with the approval of TxDOT based on respondent's written, acceptable reason. The response will not be considered for award but will be retained by TxDOT according to the response information confidentiality provision referenced in §2.05 (c).

**2.07 DETERMINING AWARD:** A response to a solicitation is an offer to contract with TxDOT based upon the terms, conditions, and specifications contained in the solicitation. Responses do not become contracts unless and until they are accepted through an authorized TxDOT designee by issuance of a contract. In determining the best value for the state, the purchase price and whether the goods or services meet specifications are the most important considerations, unless otherwise stated in the solicitation.

- (a) **BEST VALUE CRITERIA FOR PURCHASE OF GOODS OR SERVICES:** When specified in the solicitation, the factors listed in Government Code §2155.074 will be considered in making a best value award. This section allows TxDOT to apply best value criteria to obtain goods and services that provide the best value for TxDOT. Under these guidelines, a respondent is not automatically awarded a contract if they submit the lowest bid response. TxDOT will be the sole judge as to which response is the most advantageous and in the best interest of TxDOT.

Factors, other than price, that may be considered in making an award:

- (1) Installation costs.
- (2) Life cycle costs.
- (3) Quality and reliability of goods and services.
- (4) Delivery terms.
- (5) Indicators of probable vendor performance under the contract such as past vendor performance, the vendor's financial resources and ability to perform, the vendor's experience or demonstrated capability and responsibility, and the vendor's ability to provide reliable maintenance agreements and support.
- (6) Cost of any employee training associated with a purchase.

- (7) The effect of a purchase on agency productivity.
- (8) The impact of a purchase on the agency's administrative resources.
- (9) Other factors relevant to determining best value for the state set forth in the solicitation.
- (b) ADDITIONAL BEST VALUE CRITERIA FOR RFO PURCHASES: As provided in Government Code §2157.003, additional best value criteria will be used on all information technology equipment or service purchases including but not limited to:
  - (1) Purchase price.
  - (2) Compatibility to facilitate exchange of existing data.
  - (3) Capacity for expansion and upgrading to more advanced levels of technology.
  - (4) Quantitative reliability factors.
  - (5) Level of training required to bring end-users to a stated level of proficiency.
  - (6) Technical support requirements for maintenance of data across a network platform and management of the network's hardware and software.
  - (7) Items, features, etc., which are in addition to requirements listed, as well as factors which, in TxDOT's opinion, add value to the product or service but are not specifically required within the solicitation.
- (c) NEGOTIATIONS FOR RFO AND RFP PURCHASES: TxDOT reserves the right to conduct formal negotiations with respondent(s) judged to have the best offer pertaining to price, goods, services, and terms.
- (d) TxDOT reserves the right to reject a response from a respondent whose goods or services to TxDOT or other state agencies have been documented as unsatisfactory in providing the same goods or services.
- (e) TIE RESPONSES: In case of tie responses, one or more preferences described in Government Code Chapter 2155 and 34 TAC §20.306 will be used to make an award. Tie responses which cannot be resolved by application of one or more preferences will be made by drawing lots.

**2.08 PREFERENCES:** A respondent may claim a preference under 34 TAC §20.306. To claim a preference, a respondent must identify the preference on the solicitation or on the response to the solicitation. If the appropriate area on the solicitation or response is not marked, a preference will not be granted unless other documents included in the response show a right to the preference.

**2.09 DELIVERY:** No substitutions or cancellations will be permitted without written approval from TxDOT. Approval must be issued in the form of a purchase order change notice issued by TxDOT's Procurement Division.

- (a) If delay is foreseen, vendor must promptly give written notice to TxDOT. TxDOT has the right to extend delivery or service date if reasons appear valid. Vendor must keep TxDOT advised at all times of the status of the order. Default in promised delivery or service date (unless vendor has received a written extension of the delivery or service date which has been signed by TxDOT) or failure to meet specifications authorizes TxDOT to purchase goods or services elsewhere and charge the full increase, if any, in cost and handling to defaulting vendor.
- (b) Delivery must be made between the days and hours stated in the solicitation.
- (c) Receipt of goods or services does not constitute acceptance.
- (d) Goods and materials must be properly packaged. Damaged goods and materials will not be accepted. If the damage is not readily apparent at the time of delivery, the goods shall be returned to vendor at no cost to TxDOT. TxDOT reserves the right to inspect goods at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the goods at the time of delivery.

**2.10 INSPECTIONS AND TESTS:** TxDOT may test and inspect goods and services purchased under the contract to ensure compliance with the specifications of the contract. TxDOT may also test and inspect goods and services before they are purchased under the contract. Goods and services will be subject to inspection and testing by TxDOT to the extent practicable at all times and places, including, without limitation, vendor's place of business. To the extent practical, the inspections will not disrupt vendor's daily operations. Tests will be performed on samples taken from regular shipments. In the event samples tested fail to meet all conditions and requirements of the specification, TxDOT may, at its option, reject the goods in whole or in part. The cost of the sample used and the cost of the testing shall be borne by vendor. Goods which have been delivered and rejected in whole or in part may, at TxDOT's option, be returned to vendor or held for disposition at vendor's risk and expense. Latent defects may result in cancellation of the contract at no expense to TxDOT. Acceptance of services will be based on attainment of performance in accordance with specifications and the contract.

**2.11 VENDOR PERFORMANCE:** TxDOT may review vendor's performance under a contract of \$25,000 or more resulting from the solicitation as described in Government Code §2155.089. These reviews and any resulting classification grade will be posted on the Vendor Performance Tracking System as noted in §2262.055 of the Texas Government Code.

Past Performance: A respondent's past performance will be measured based upon pass/fail criteria, in compliance with applicable provisions of Government Code §§2155.074, 2155.075, 2156.007, 2157.003, and 2157.125. Respondents may fail this selection criterion for any of the following conditions:

- (a) A letter grade score below 'C' in the Vendor Performance System or a score of "legacy unsatisfactory" for historic reports submitted prior to the implementation of the current rating system.
- (b) Being currently under a Corrective Action Plan through the CPA.
- (c) Having repeated negative Vendor Performance Reports for the same reason.
- (d) Having purchase orders that have been cancelled or terminated in the previous twelve (12) months for non-performance (i.e., late delivery, etc.).

Vendor performance information is located on the CPA website at <http://www.txsmartbuy.com/vpts>.

TxDOT may conduct reference checks with other entities regarding past performance. In addition to evaluating performance through the Vendor Performance Tracking System (as authorized by 34 TAC §20.115) TxDOT may examine other sources of vendor performance including, but not limited to, notices of termination, cure notices, assessments of liquidated damages, litigation, audit reports, and non-renewals of contracts. Any such investigations will be at the sole discretion of TxDOT and any negative findings, as determined by TxDOT, may result in non-award to respondent.

### **PART 3. RESPONDENT AFFIRMATIONS**

**3.01 FALSE STATEMENTS:** Respondent represents and warrants that all statements and information in its submitted response are current, complete, true, and accurate. Submitting a response with a false statement or making material misrepresentations during the performance of a contract is a material breach of contract and may void the submitted response and any resulting contract and may result in removal of respondent from the Centralized Master Bidders List.

**3.02 REPRESENTATIONS, WARRANTIES, AND COVENANTS:** Respondent represents, warrants, and covenants that:

- (a) Personnel must be competent, knowledgeable, and experienced in the types of services to be provided under the contract and perform such services in a professional and workmanlike manner consistent with industry standards. Services must meet all specifications set forth in the contract provided, however, that where the contract specifies a particular standard or criteria for performance more particular than the foregoing, this warranty is not intended to and does not diminish that standard or criteria for performance. Further, in any case where detailed requirements for a service are not mutually agreed upon or set forth in the contract, such services shall be fit and sufficient for the purposes expressed in, or reasonably inferred from, such contract; and
- (b) All goods and services furnished in connection with the contract must be of good and merchantable quality, strictly conform in all respects to the terms of the contract including any drawings, specifications, or standards incorporated herein, and be free from any defects (latent or otherwise) in materials, workmanship, and design. In addition, respondent warrants that goods and services are suitable and sufficient for, and will perform in accordance with, the purposes for which they are intended.

**3.03 GRATUITIES:** Respondent has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with respondent's submitted response.

**3.04 CERTAIN BIDS AND CONTRACTS PROHIBITED:** Under Government Code §2155.004, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who received compensation from the agency to participate in preparing the specifications or solicitation on which the bid or contract is based. Under Government Code §2155.004, respondent certifies that the individual or business entity named in the response or contract is eligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**3.05 ANTITRUST LAWS:** Respondent represents and warrants that, in accordance with Government Code §2155.005, neither respondent nor the firm, corporation, partnership, or institution represented by respondent, or anyone acting for such firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15, of the Texas Business and Commerce Code or the federal antitrust laws, or (2) communicated the contents of the response directly or indirectly to any competitor or any other person engaged in the same line of business as respondent.

**3.06 DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES:** Respondent represents and warrants that it has not been the subject of allegations of deceptive trade practices violations under Business & Commerce Code Chapter 17 or the subject of allegations of any unfair business practice in any administrative hearing or court suit, and that respondent has not been found to be liable for such practices in such proceedings. Respondent certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of deceptive trade practices violations or the subject of allegations of any unfair business practices in an administrative hearing or court suit and such officers have not been found to be liable for such practices in such proceedings.

**3.07 COLLUSION:** Respondent has not colluded with, nor received any assistance from, any person who was paid by TxDOT to prepare specifications or a solicitation on which a respondent's bid is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract awarded.

**3.08 INELIGIBILITY UNDER FAMILY CODE:** Under Family Code §231.006, respondent certifies that respondent and any other individual or business entity named in the response are eligible to receive the specified payment and acknowledges that the contract may be terminated, and payment may be withheld if this certification is inaccurate. Any respondent subject to Family Code §231.006 must complete the Texas Family Code Schedule and return it with the response.

**3.09 CONTRACTING WITH EX-TXDOT EXECUTIVE DIRECTOR:** Under Government Code §669.003, respondent certifies that:

- (a) All the following are true:
  - (1) Respondent is not the executive director of TxDOT.
  - (2) Respondent was not the executive director of TxDOT at any time during the past four years.
  - (3) Respondent does not employ a current or former executive director of TxDOT.

**OR**

- (b) Respondent has disclosed its employment of any former executive director of TxDOT as an attachment to its response, including the name of the former executive director, the date of separation from TxDOT, and the date of employment with respondent.

**3.10 DEBT TO THE STATE:** Respondent agrees that any payments due under the contract will be applied toward any debt or delinquency that is owed to the state of Texas.

### **3.11 RESPONDENT ELIGIBILITY**

- (a) Respondent certifies that respondent and its principals are eligible to participate in this transaction and have not been subject to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity.
- (b) Respondent certifies that respondent is in compliance with the state of Texas statutes and rules relating to procurement.
- (c) Respondent certifies that respondent is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism," published by the United States Department of the Treasury, Office of Foreign Assets Control.
- (d) Under Government Code §2155.006, respondent certifies that the individual or business entity named in the response is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.
- (e) Respondent certifies that respondent is not an abortion provider or an affiliate of an abortion provider under Government Code §2272.003.
- (f) Respondent certifies that it is not:
  - (1) A person required to register as a lobbyist under Government Code Chapter 305.
  - (2) A public-relations firm.
  - (3) A government consultant.

### **3.12 NEPOTISM DISCLOSURE**

- (a) In this section, the term "relative" means:
  - (1) A person's great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild.
  - (2) The grandparent, parent, sibling, child, or grandchild of the person's spouse.

- (b) A notification required by this section must be submitted in writing to the person designated to receive official notices under the contract and by first-class mail addressed to Contract Services Division, Texas Department of Transportation, 125 East 11th Street, Austin, Texas 78701. The notice must specify vendor's firm name, the name of the person who submitted the notification, the purchase order number, the district, division, office or regional service center of TxDOT that is principally responsible for the contract, the name of the relevant vendor employee, the expected role of the vendor employee on the project, the name of the TxDOT employee who is a relative of the vendor employee, the title of the TxDOT employee, and the work location of the TxDOT employee.
- (c) By signing the solicitation, respondent is certifying that respondent does not have any knowledge that any of its employees or any employees of a subcontractor who are expected to work under the contract has a relative who is employed by TxDOT unless respondent has notified TxDOT of each instance as required by subsection (b).
- (d) If vendor learns at any time that any of its employees or that any of the employees of a subcontractor who are performing work under the contract have a relative who is employed by TxDOT, vendor must notify TxDOT under subsection (b) of each instance within thirty (30) calendar days of obtaining that knowledge.
- (e) If vendor violates this section, TxDOT may terminate the contract immediately for cause, impose any sanction permitted by law, and pursue any other remedy permitted by law.

**3.13 BOYCOTTING ISRAEL:** Pursuant to Government Code §2271.002, respondent certifies that either (i) respondent meets exemption criteria under §2271.002, or (ii) respondent does not boycott Israel and will not boycott Israel during the term of the contract. Respondent must state any facts that make it exempt from the boycott certification in its response.

**3.14 DISCLOSURE OF RESTRICTED EMPLOYMENT:** Respondent acknowledges that under Government Code §572.069, a former state officer or employee of a state agency who, during the period of state service or employment, participated in a procurement or contract negotiation involving a person may not accept employment from that person before the second anniversary of the date the contract is signed, or the procurement is terminated or withdrawn.

**3.15 ANTI-TERRORISM OR TERRORIST ORGANIZATION PROHIBITED:** Respondent represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Government Code §2252.152.

**3.16 CONTRACTING INFORMATION RESPONSIBILITIES:** Respondent represents and warrants that it will comply with the requirements of Government Code §552.372(a). Except as provided by Government Code §552.374(c), the requirements of Subchapter J, Chapter 552 of the Government Code may apply to the contract, and respondent agrees that the contract can be terminated if respondent knowingly or intentionally fails to comply with a requirement of that subchapter.

**3.17 HUMAN TRAFFICKING PROHIBITION:** Under Government Code §2155.0061, respondent certifies that the individual or business entity named in the response or contract is eligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate.

**3.18 NO CONFLICTS OF INTEREST:** Respondent represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.

**3.19 COVID VACCINE PASSPORTS:** Respondent certifies that it is in compliance with Texas Health and Safety Code §161.0085(c), which prohibits a business from requiring a customer to provide documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the business.

**3.20 FIREARM AND AMMUNITION DISCRIMINATION:** Pursuant to Government Code §2274.002, to the extent applicable to respondent and this contract, respondent certifies that respondent:

- (a) Does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.
- (b) Will not discriminate during the term of the contract against a firearm entity or firearm trade association.

Respondent acknowledges that the contract may be terminated and payment withheld if this certification is inaccurate.

**3.21 LONE STAR INFRASTRUCTURE PROTECTION ACT:** Pursuant to Government Code §2275.0102, respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code §2275.0103, or (2) headquartered in any of those countries.

**3.22 BOYCOTTING ENERGY COMPANIES:** To the extent applicable to respondent and this contract, respondent certifies that respondent does not boycott energy companies and will not boycott energy companies during the term of the contract in accordance with Government Code §2276.002.

#### **PART 4. GENERAL TERMS AND CONDITIONS**

##### **4.01 CONTRACTS**

- (a) Only authorized TxDOT purchasers have the authority to issue contracts for goods and services. Contracts must be issued by a TxDOT purchaser prior to vendor providing the goods or services. The only exceptions are payment card orders and bona fide emergencies. In the case of an emergency, the TxDOT Procurement Division will confirm such orders with a signed contract.
- (b) Vendor acceptance of a purchase order and delivery of goods or services without an approved purchase order number or release number issued by TxDOT may result in the rejection of delivery, return of goods at vendor's cost, and non-payment.

**4.02 FUNDING:** Any contract resulting from the solicitation is subject to termination or cancellation, without penalty to TxDOT, either in whole or in part, subject to the availability of state funds. In the event of a termination under this section, TxDOT will not be liable to respondent for any damages that are caused or associated with such termination, and TxDOT will not be required to give prior notice.

**4.03 INVOICING:** No payment will be made under the contract without the prior submission of detailed and correct invoices which comply with the following requirements:

- (a) Each invoice must be submitted not later than the 15<sup>th</sup> day of the month after the goods have been delivered or services have been provided, or as otherwise stated on the contract. An electronic copy of the invoice must be sent as an email attachment to the email address shown on the purchase order. A link to a copy of the invoice will not be accepted in lieu of an electronic or physical copy of the invoice. If the vendor cannot submit invoices electronically as an email attachment, vendor must mail a hard copy to the physical address noted on the purchase order.
- (b) The invoice must, at a minimum, show the following:
  - (1) Vendor name as it appears on the purchase order.
  - (2) Remit-to address.
  - (3) Email address (if applicable).
  - (4) Employer Identification Number (EIN), federal tax I.D., or a valid Texas Identification Number (TIN).
  - (5) Complete PO number.
  - (6) Telephone number.
  - (7) Name of person designated to answer questions regarding the invoice.
  - (8) Description of item or service as it appears on the PO or pricing schedule in the same order as listed on purchase order or pricing schedule. Item numbers must correspond with the item numbers on the PO or pricing schedule.
  - (9) Quantity, unit of measure, unit price, and extended price of each line item.
  - (10) Grand total.
  - (11) Shipment date of merchandise or date of service. If lease, include payment number (e.g., 1 of 36).
  - (12) Any additional requirements as stated in the solicitation or specification.

**4.04 PAYMENT:** Payment for goods or services purchased with state funds is made by warrants or by direct deposit. Direct deposit is the preferred method of payment. No penalty for late payment will be incurred by TxDOT if payment is made in thirty (30) days or less from receipt of goods, services, or a correct invoice, whichever is later. Payments under this contract are subject to the availability of funds.

Additional information and a Direct Deposit Authorization application may be found at <https://comptroller.texas.gov/programs/systems/direct-deposit/>.

Payment will be made in accordance with Government Code Chapter 2251:

- (a) On a monthly basis and within thirty (30) days from receipt of a correct invoice for TxDOT-accepted goods or services.

**OR**
- (b) The service was completed to the satisfaction of TxDOT and within thirty (30) days from receipt of a correct invoice or billing statement.

**OR**
- (c) As otherwise stated in the solicitation.

**NOTE:** Texas Department of Transportation (TxDOT) offers an opportunity to participate in its Early Payment Program to accelerate payments in exchange for a discount. Additional information may be found at <http://www.txdot.gov/business/vendors/epp.html> or the Priority Invoice and Early Payment Program form (Appendix B).

#### **4.05 INTELLECTUAL PROPERTY**

- (a) All intellectual property developed and created in the course of the services rendered pursuant to the contract are works for hire, and all intellectual property rights, including but not limited to, publication rights, copyrights, trademarks, patents, and trade secrets to all products and materials developed and created pursuant to the contract, shall be exclusively owned by TxDOT. Vendor must provide TxDOT all assistance required to perfect such intellectual property rights without any charge or expense beyond those amounts payable for services rendered under the contract. To the extent that title to any work created under the contract is held by operation of law to not vest exclusively in TxDOT, such work is hereby irrevocably assigned to TxDOT.
- (b) Vendor must ensure that TxDOT's intellectual property rights, including but not limited to publication rights, copyrights, trademarks, patents, and trade secrets, are secured from all suppliers, contractors, and subcontractors.
- (c) When applicable, each vendor must obtain necessary licenses, copyrights, trademarks, or patents for TxDOT's use.
- (d) Vendor must not assert rights at common law or in equity or establish any claim to TxDOT's intellectual property, including but not limited to, licenses, claiming common law ownership of intellectual property, obtaining registrations for copyrights, trademarks, trade secrets, or patents for any intellectual property developed in performance of the services authorized.
- (e) VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TXDOT AND THE STATE FROM CLAIMS INVOLVING INFRINGEMENT OF THIRD PARTIES' LICENSES, TRADEMARKS, COPYRIGHTS, PATENTS, TRADE SECRETS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS AS SET FORTH IN SECTION 4.15 BELOW.

#### **4.06 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY STANDARDS:** As required by 1 TAC Chapters 206 and 213:

- (a) Effective April 18, 2020, state agencies shall procure products which comply with the State of Texas Accessibility Requirements for Electronic and Information Resources specified in 1 TAC Chapters 206 and 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. Vendor represents and warrants that technology to be provided to TxDOT and for TxDOT is in compliance with these requirements.
- (b) Vendor must provide accessibility information for the purchased goods or services in accordance with 1 TAC §213.18 (b).

**4.07 CYBER SECURITY TRAINING:** In accordance with Government Code §2054.5192, each vendor employee or subcontractor employee that will have access to a TxDOT computer system or database must complete a TxDOT-approved cyber security training program that is certified under Government Code §2054.5192. The training program must be completed by each vendor during the term of the purchase order and during any renewal period. Vendor must provide verification of completion of the cyber security training program in a method designated by TxDOT.

**4.08 SITE VISITS:** Prior to and after award of the contract, designated TxDOT representatives may conduct unannounced visits to inspect vendor's and its subcontractor's facilities during normal business hours to monitor compliance in accordance with TxDOT specifications or carry out performance audits of the service.

**4.09 NON-WAIVER OF RIGHTS:** Nothing in this contract shall be construed as a waiver of the state's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the state of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the state of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TxDOT does not waive any privileges, rights, defenses, or immunities available to TxDOT by entering into this contract or by its conduct prior to or subsequent to entering into this contract.

**4.10 LIMITATION ON AUTHORITY; NO OTHER OBLIGATIONS:** Vendor has no authority to act for or on behalf of TxDOT or the state of Texas except as expressly provided for in this contract. Vendor may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of the state of Texas or TxDOT.

**4.11 VENUE AND JURISDICTION; APPLICABLE LAW:** Venue for any suit concerning the solicitation and any resulting contract is fixed in any court of competent jurisdiction in Travis County, Texas. The solicitation and any resulting contract shall be governed by and construed in accordance with the laws of the state of Texas without regard to the conflict of laws provisions.

**4.12 VENDOR ASSIGNMENTS:** Vendor hereby assigns TxDOT 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. Chapter 1), and which arise under the antitrust laws of the state of Texas (Business & Commerce Code, Title 2, Chapter 15).

**4.13 FORCE MAJEURE:** TxDOT may, at its sole discretion, grant relief for time only from performance of the contract if vendor is prevented from performance by an act of war, order of legal authority, act of God, force of nature, pandemic, public health crisis, or other unavoidable cause not attributable to the fault or negligence of vendor (any such event or cause referred to herein as "force majeure"). To obtain relief based on force majeure, vendor must file a written request with TxDOT describing the events, dates, and effect of the events on vendor's ability to perform its obligations under the contract. Vendor must inform TxDOT in writing within three (3) business days of the existence of such force majeure; failure to do so will waive the right to seek relief under this Section 4.12. Upon an event of force majeure, vendor must use commercially reasonable efforts to commence performance whenever and to whatever extent possible without delay. An event of force majeure does not excuse vendor from any obligation under the contract unless TxDOT grants relief in writing in response to a request for relief under this Section 4.13.

#### **4.14 RIGHT TO AUDIT**

- (a) The state auditor may conduct an audit or investigation of vendor or any other entity or person receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, vendor or any other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor access to any information the state auditor considers relevant to the investigation or audit.
- (b) TxDOT's internal auditors may conduct an audit or investigation of vendor or any other person receiving funds directly under the contract or indirectly through a subcontract under the contract. TxDOT has the right to audit vendor's books and records pertaining to the service during normal work hours. Vendor or any other entity that is the subject of an audit or investigation by TxDOT must provide TxDOT's internal auditor access to any information TxDOT considers relevant to the investigation or audit.
- (c) Vendor will ensure that this section concerning the authority of the state auditor and TxDOT to audit funds received indirectly by subcontractors through vendor and the requirement to cooperate is included in any subcontract it awards.

#### **4.15 INDEMNIFICATION: Acts or Omissions**

VENDOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TXDOT, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM, ANY ACTS OR OMISSIONS OF VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH TXDOT AND THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN THE STATE OF TEXAS OR TXDOT IS NAMED AS A DEFENDANT IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM TXDOT AND THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND TXDOT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Infringement:

- (a) VENDOR SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND TXDOT AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM AND AGAINST ANY AND ALL CLAIMS INVOLVING VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, COPYRIGHT, TRADE AND SERVICE MARK, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF VENDOR PURSUANT TO THE CONTRACT; (2) ANY DELIVERABLE WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED UNDER THE CONTRACT; AND/OR (3) TXDOT'S AND/OR VENDOR'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO TXDOT BY VENDOR OR OTHERWISE TO WHICH TXDOT HAS ACCESS AS A RESULT OF VENDOR'S PERFORMANCE UNDER THE CONTRACT. VENDOR AND TXDOT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH TXDOT AND THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN THE STATE OF TEXAS OR TXDOT ARE NAMED AS A DEFENDANT IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM TXDOT AND THE OFFICE OF THE TEXAS ATTORNEY GENERAL. IN ADDITION, VENDOR WILL REIMBURSE TXDOT AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES, OR OTHER AMOUNTS, INCLUDING BUT NOT LIMITED TO, ATTORNEYS' FEES ARISING FROM ANY SUCH CLAIM. IF TXDOT DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF VENDOR OR IF TXDOT IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, TXDOT WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND VENDOR WILL PAY ALL REASONABLE COSTS OF TXDOT'S COUNSEL.
- (b) VENDOR WILL HAVE NO LIABILITY UNDER THIS SECTION IF THE ALLEGED INFRINGEMENT IS CAUSED IN WHOLE OR IN PART BY:
  - (1) ANY INTELLECTUAL PROPERTY RIGHT OWNED BY OR LICENSED TO TXDOT, OR
  - (2) ANY USE OF THE PRODUCT OR SERVICE BY TXDOT THAT IS NOT IN CONFORMITY WITH THE TERMS OF ANY APPLICABLE LICENSE AGREEMENT BETWEEN VENDOR AND TXDOT.
- (c) IF VENDOR BECOMES AWARE OF AN ACTUAL OR POTENTIAL CLAIM, OR TXDOT PROVIDES VENDOR WITH NOTICE OF AN ACTUAL OR POTENTIAL CLAIM, VENDOR MAY (OR IN THE CASE OF AN INJUNCTION AGAINST TXDOT, MUST), AT VENDOR'S SOLE OPTION AND EXPENSE:
  - (1) PROCURE FOR TXDOT THE RIGHT TO CONTINUE TO USE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE, OR

- (2) MODIFY OR REPLACE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE WITH FUNCTIONALLY-EQUIVALENT OR SUPERIOR PRODUCT OR SERVICE SO THAT TXDOT'S USE IS NON-INFRINGEMENT.

**Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity**

- (a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TXDOT AND/OR THE STATE SHALL NOT BE LIABLE TO VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY.
- (b) VENDOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS TXDOT, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE, WORKERS' COMPENSATION, AND/OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY IN OR ARISING OUT OF ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES AND COURT COSTS. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH TXDOT AND THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN THE STATE OF TEXAS OR TXDOT IS NAMED AS A DEFENDANT IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM TXDOT AND THE OFFICE OF THE TEXAS ATTORNEY GENERAL. VENDOR AND TXDOT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

**4.16 DAMAGE TO TXDOT PROPERTY:** Vendor shall be liable for damage to TxDOT's equipment, workplace, and its contents resulting from vendor's or vendor's subcontractor's work or negligence in performance of the work by vendor's or subcontractor's personnel or equipment.

**4.17 PUBLIC INFORMATION ACT AND CONFIDENTIALITY:** Information, documentation, and other material in connection with the solicitation or any resulting contract may be subject to public disclosure pursuant to the Public Information Act.

In accordance with §2252.907 of the Government Code, vendor is required to make any information created or exchanged with the state pursuant to the contract, and not otherwise excepted from disclosure under the Public Information Act, available in a format that is accessible by the public at no additional charge to the state. All information created by or accessible to a vendor while providing a good or service for TxDOT shall be treated by vendor as confidential. If applicable to a service, upon award of the contract, vendor may be required to complete and sign TxDOT Form 1828b, Information Resource Security Compliance and Confidentiality Agreement. Vendor and its employees or subcontractors must not divulge any information related to TxDOT business at any time to a third party without the prior written approval of TxDOT. Vendor will notify TxDOT within 24 hours of receipt of any third-party requests for information that was provided by TxDOT for use in performing the contract, including the contract itself. Upon request by TxDOT, vendor agrees to promptly provide any information created or exchanged with the state pursuant to the contract to TxDOT in any format reasonably required by TxDOT, including, without limitation, portable document format (PDF) and HTML.

**4.18 BUY TEXAS:** In accordance with Government Code §2155.4441, vendor agrees that during the performance of a contract for services, vendor shall purchase products and materials produced in the state of Texas when such products and materials are available at a comparable price and in a comparable period of time when compared to products and materials produced outside the state.

**4.19 COMPETENCE OF VENDOR:** To be entitled to consideration, vendor must have available the necessary organization and facilities to fulfill all the requirements under the contract. Only personnel trained to perform the solicited services or, if applicable, licensed to perform such services must be employed under and for the contract. Vendor must, at its own cost, obtain any licenses, certifications and permits required for the performance of the service.

**4.20 CORRECTIONS TO WORK:** If TxDOT determines it necessary to require corrections to work due to errors made by vendor, vendor must correct the work at no additional cost to TxDOT.

**4.21 IT SERVICE CONTRACTS SECURITY:** Vendor will implement appropriate administrative, physical, and technical safeguards which reasonably and appropriately protect the confidentiality, integrity, and availability of services provided to TxDOT. Vendor will immediately report to TxDOT any security incident of which it becomes aware. Vendor will submit for approval by TxDOT and conform its policies and procedures relating to the implementation of security safeguards to comply with TxDOT's information resources security program pursuant to 1 TAC §202.

**4.22 NOTICES:** Any notices required under the contract will be in writing and sent by hand delivery or by U.S. Mail, certified, return receipt requested to vendor at vendor's address specified on page 1 of the purchase order to TxDOT at 125 E. 11th Street, Austin, TX 78701-2483. Notice will be effective on receipt by the affected party. Either party may change the designated notice address in this section by written notification to the other party.

**4.23 PUBLIC DISCLOSURE:** No public disclosures or news releases pertaining to this contract shall be made without prior written approval of the Texas Department of Transportation.

**4.24 DISASTER RECOVERY PLAN:** If required in the solicitation, respondent must provide TxDOT descriptions of its business continuity and disaster recovery plans in accordance with 13 TAC §6.94(a)(9).

## PART 5. INSURANCE

**5.01 PRIOR TO CONTRACT AWARD:** Vendor must provide the required TxDOT insurance form upon written notice from TxDOT. Vendor must not perform services under the contract until this form is received by TxDOT. Failure to provide proof of insurance within the time frame requested by TxDOT may result in vendor's response being declared non-responsive and the contract being awarded to the next responsive, responsible respondent.

**5.02 DURING TERM OF CONTRACT:** Vendor must maintain all required insurance coverage throughout the term of the contract. Vendor must provide a correct TxDOT insurance form each time its insurance is renewed or updated. Failure to provide this form promptly may be cause for discontinuance of the work and termination of the contract.

**5.03 WAIVER OF SUBROGATION ENDORSEMENT:** Vendor's workers' compensation insurance policy must have a waiver of subrogation endorsement in favor of TxDOT. TxDOT will allow deductible policies. Vendor must pay the deductible amount.

**5.04 WORKERS' COMPENSATION INSURANCE:** Amounts of coverage are minimums and notice provisions are statutory (Texas Labor Code Chapter 406 and 28 TAC, Chapter 110). Vendor is responsible for both federal and state unemployment insurance coverage and standard workers' compensation insurance coverage. The state of Texas is not liable to vendor or its employees for any unemployment or workers' compensation coverage or any federal or state withholding requirements.

**5.05 WORKERS' COMPENSATION INSURANCE FOR BUILDING AND CONSTRUCTION SERVICES:** Vendor is responsible for providing workers' compensation insurance for building and construction services. Building or construction includes:

- (a) Erecting, or preparing to erect, a structure including a building, bridge, roadway, public utility facility, or related appurtenance; or

- (b) Remodeling, extending, repairing, or demolishing a structure; or
- (c) Otherwise improving real property or an appurtenance to real property through similar activities.

Vendor must provide workers' compensation insurance for building and construction services in accordance with 28 TAC §110.110(c)(7).

- (a) Definitions (applicable only to this Section 5.05):
  - (1) Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (DWC-81, DWC-82, DWC-83, or DWC-84) showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
  - (2) Duration of the project - includes the time from the beginning of the work on the project until vendor's/person's work on the project has been completed and accepted by the governmental entity.
  - (3) Persons providing services on the project ("subcontractor" in Texas Labor Code §406.096) - includes all persons or entities performing all or part of the services vendor has undertaken to perform on the project, regardless of whether that person contracted directly with vendor and regardless of whether that person has employees. This includes, without limitation, independent vendors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- (b) Vendor must provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Government Code §401.011(44), for all employees of vendor providing services on the project, for the duration of the project.
- (c) Vendor must provide a certificate of coverage to TxDOT prior to being awarded the contract.
- (d) If the coverage period shown on vendor's current certificate of coverage ends during the duration of the project, vendor must, prior to the end of the coverage period, file a new certificate of coverage with TxDOT showing that coverage has been extended.
- (e) Vendor must obtain from each person providing services on a project, and provide to TxDOT:
  - (1) A certificate of coverage, prior to that person's beginning work on the project, so TxDOT will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - (2) No later than seven (7) business days after receipt by vendor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- (f) Vendor must retain all required certificates of coverage for the duration of the project and for one year thereafter.
- (g) Vendor must notify the governmental entity in writing by certified mail or personal delivery, within ten (10) business days after vendor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- (h) Vendor must post on each project site a notice, in the text, form, and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- (i) Vendor must contractually require each person with whom it contracts to provide services on a project, to:
  - (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Government Code §401.011(44), for all its employees providing services on the project, for the duration of the project.
  - (2) Provide to vendor, prior to that person's beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - (3) Provide vendor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (4) Obtain from each other person with whom it contracts, and provide to vendor:
    - (a) A certificate of coverage, prior to the other person's beginning work on the project.
    - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - (5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter.
  - (6) Notify TxDOT in writing by certified mail or personal delivery, within ten (10) business days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
  - (7) Contractually require each person with whom it contracts to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.
- (j) By signing the purchase order or providing or causing to be provided a certificate of coverage, vendor is representing to TxDOT that all employees of vendor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject vendor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- (k) Vendor's failure to comply with any of these provisions is a breach of contract by vendor which entitles TxDOT to declare the contract void if vendor does not remedy the breach within ten (10) business days after receipt of notice of breach from the governmental entity.

**5.06 COMMERCIAL GENERAL LIABILITY INSURANCE:** Bodily Injury/Property Damage. Required coverage must, at a minimum, be inclusive of the limits listed on the insurance form noted on the solicitation.

**5.07 COMMERCIAL AUTOMOBILE POLICY:** Required coverage must, at a minimum, be inclusive of the limits listed on the insurance form noted on the solicitation.

## PART 6. VENDOR PERSONNEL MANAGEMENT

**6.01 INDEPENDENT CONTRACTOR:** It is expressly understood and agreed to by both parties that TxDOT is contracting with vendor as an independent contractor. As such, vendor understands and agrees that individuals performing services in connection with the contract are not state employees and that vendor will be responsible and liable for the safety, injury, and health of its and its subcontractor's working personnel while its employees or subcontractor's employees are performing work for TxDOT. Should vendor subcontract any of the services required in the contract, vendor expressly acknowledges and agrees that TxDOT is in no manner liable to any subcontractor of vendor. In no event will this provision relieve vendor of the responsibility for ensuring that all services rendered under all subcontracts are rendered in compliance with the contract.

**6.02 ALCOHOL, DRUG, AND SMOKE-FREE WORKPLACE:** TxDOT is committed to maintaining an alcohol and drug-free workplace. Possession, use of, or being under the influence of alcohol or controlled substances by vendor's employees while in the performance of any service is prohibited. If any employee of the vendor violates this requirement, TxDOT may terminate the contract for cause, in addition to seeking any other available remedies. Vendor's employees must comply with TxDOT's policy prohibiting smoking in TxDOT buildings.

**6.03 REPLACEMENT OF PERSONNEL:** If TxDOT determines that an employee or subcontractor of vendor performing any part of vendor's work under this contract is unable to perform the work in accordance with the service requirements or to communicate effectively or is, in the opinion of TxDOT, otherwise objectionable, vendor must immediately remove that employee or subcontractor.

**6.04 LABOR/MATERIAL/EQUIPMENT:** Vendor must provide all labor, material, and equipment necessary to furnish the goods or perform the service(s) throughout the term of the contract. All employees of vendor must be a minimum of seventeen (17) years of age and experienced in the type of work to be performed. No visitors, wives, husbands, children, or other relatives of vendor's employees will be allowed on state property during working hours, unless they are bona fide employees of the vendor.

**6.05 ENGLISH-SPEAKING STAFF:** Vendor must, at all times, have a minimum of one English-speaking employee on the job. All employees must be well-groomed and appropriately dressed when on TxDOT property.

**6.06 FELONY CRIMINAL CONVICTIONS:** Vendor represents and warrants that neither vendor nor any of vendor's employees have been convicted of a felony criminal offense or that, if such a conviction has occurred, vendor has fully advised TxDOT as to the facts and circumstances surrounding the conviction and vendor agrees to defend, hold harmless, and indemnify TxDOT from any loss or claim due to any such employees.

**6.07 SUBCONTRACTING REQUIREMENTS:** In accordance with Government Code §§2161.181-182 and pursuant to the CPA Historically Underutilized Business (HUB) Rules and Transportation DBE/HUB/SBE Rules (relating to Disadvantaged Business Enterprises, HUB and Small Business Enterprises, DBE/HUB/SBE), all state agencies entering into a contract with an expected value of \$100,000 or more over the life of the contract (including renewals) shall, before the agency solicits bids, proposals, offers, or other applicable expressions of interest, determine if it is probable for subcontracting opportunities under the contract. If subcontracting opportunities are probable, the state agency will state such probability in its bids, proposals, offers, or other applicable expression of interest and require the submission of a HUB Subcontracting Plan (HSP). The HSP, if acceptable to the agency, will be a provision of the contract. The HSP, if required, may be found at:  
<https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>.

**6.08 PAYMENT OF SUBCONTRACTORS:** As provided by Government Code §2251.022, vendor must pay a subcontractor the appropriate share of any payment vendor receives from TxDOT not later than the 10th day after the date the vendor receives the payment. The appropriate share is overdue on the 11th day after the date vendor receives the payment.

**6.09 VENDOR TITLE VI AFFIRMATIONS:** Vendor represents and warrants the following with regard to the work performed by it under the contract:

- (a) Vendor and its subcontractors shall not discriminate on the grounds of race, color, national origin, creed, religion, political belief, sex, sexual orientation, age, or disability in the performance of this contract, including without limitation in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Vendor shall not participate either directly or indirectly in any discriminatory employment practices. Failure by vendor to carry out these requirements is a material breach of any contract awarded and may result in the termination of the contract or such other remedy as TxDOT deems appropriate.
- (b) In any solicitations for subcontractors, including procurements of materials or leases of equipment and in all solicitations either by competitive bidding or negotiation made by vendor for work to be performed under a subcontract, each potential subcontractor or supplier shall be notified by vendor of vendor's and subcontractor's obligations under its contract relative to nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.
- (c) During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to collectively in this subsection (c) as the "contractor") agrees as follows:
  - (1) **Compliance with Regulations:** The contractor will comply with the acts and the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
  - (2) **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by the acts and regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
  - (3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the acts and regulations relative to nondiscrimination on the grounds of race, color, or national origin.
  - (4) **Information and Reports:** The contractor must provide all information and reports required by the acts, regulations, and directives issued pursuant thereto and must permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by TxDOT or the Federal Highway Administration (FHWA) to be pertinent and to ascertain compliance with such acts, regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor must so certify to TxDOT or the FHWA, as appropriate, and must set forth what efforts it has made to obtain the information.
  - (5) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the nondiscrimination provisions of this contract, TxDOT will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
    - (a) Withholding payments to the contractor under the contract until the contractor complies; and/or
    - (b) Cancelling, terminating, or suspending a contract, in whole or in part.

(6) Incorporation of Provisions: The contractor must include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the acts, the regulations and directives issued pursuant thereto. The contractor must take action with respect to any subcontract or procurement as TxDOT or the FHWA may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided that if the contractor becomes involved in litigation with, or is threatened with litigation by, a subcontractor or supplier because of such direction, the contractor may request TxDOT to enter into any litigation to protect the interests of TxDOT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) The contractor agrees to comply with the provisions of Appendix A attached hereto, which is incorporated by reference and made a part hereof.

**6.10 E-VERIFY:** Pursuant to Executive Order RP-80, vendor certifies and ensures that for all contracts for services, vendor shall, to the extent permitted by law, utilize the United States Department of Homeland Security's E-Verify system during the term of this agreement to determine the eligibility of:

- (a) All persons employed by vendor during the term of this agreement to perform duties within the State of Texas.
- (b) All persons, including subcontractors, assigned by vendor to perform work pursuant to this agreement within the United States of America.

## **PART 7. DISPUTE RESOLUTION**

**7.01 DISPUTE RESOLUTION:** The dispute resolution process provided for in Government Code Chapter 2260 and 43 TAC §§9.1 and 9.2 must be used by TxDOT and the vendor to attempt to resolve disputes arising under the contract. Notwithstanding any provision of the contract to the contrary, unless otherwise agreed in writing by TxDOT, vendor must continue performance and will not be excused from performance during the period of contract claim or dispute is pending; however, vendor may suspend performance during the pendency of such claim or dispute if vendor has complied with all provisions of Government Code §2251.051, and such suspension of performance is expressly applicable and authorized under that law.

## **PART 8. CONTRACT TERMS**

**8.01 TERM OF CONTRACT:** The term of the contract will be as stated on the purchase order.

**8.02 ORDER OF PRECEDENCE:** In the event of conflicts or inconsistencies between this contract and its exhibits or attachments, such conflicts or inconsistencies will be resolved by reference to the documents in the order specified on the purchase order.

### **8.03 TERMINATION OF A CONTRACT**

- (a) **FOR CAUSE:** If vendor fails to provide a good or service according to the provisions of the contract or fails to comply with any term or condition of the contract, or if any representation or certification made in the contract or any related document is false, incomplete, or inaccurate, vendor shall be in default under the contract and TxDOT may immediately terminate all or any part of the contract upon written notice to vendor. Termination is not an exclusive remedy but will be in addition to any other remedies TxDOT may have by law, in equity, or under the contract.
- (b) **FOR CONVENIENCE:** The contract may be terminated by TxDOT in whole or in part, without cost or penalty, by providing thirty (30) calendar days written notice. In the event of such termination, vendor must, unless otherwise agreed in writing, cease all work immediately upon the effective date of termination. TxDOT will be liable only for payments for goods or services ordered before the termination date. With regard to services, TxDOT will pay vendor the contract price prorated for acceptable service performed up to the date specified in the notice of termination. Termination under this paragraph will not relieve vendor of any obligation or liability that has occurred prior to termination. Vendor must refund any balance of unused prepaid funds.
- (c) **FUNDING:** The contract may be terminated by TxDOT in whole or in part, without cost or penalty, pursuant to §4.02 of these Terms and Conditions.

**8.04 REMEDIES:** If vendor is in default under the contract, in addition to its right of termination set forth in Section 8.03, TxDOT may, in its sole discretion:

- (a) Purchase the goods or services elsewhere and charge any increase in cost to the defaulting vendor.
- (b) Proceed by appropriate court action to enforce the provisions of the contract.
- (c) Exercise any other right, remedy, or privilege which may be available to it under law, equity, or this contract.

The exercise of any of the foregoing remedies will not constitute a termination of the contract unless TxDOT notifies vendor in writing that TxDOT has elected to terminate the contract prior to the exercise of such remedy. Vendor shall be responsible for all costs and expenses, including court costs, incurred by TxDOT with respect to the enforcement of any of the remedies listed herein. The remedies listed above and elsewhere in this contract are not exclusive. Failure to exercise a remedy shall not constitute a waiver by TxDOT.

**8.05 SALE OR ASSIGNMENT:** Vendor may not assign its rights under the contract or delegate the performance of its duties under the contract without prior written approval from TxDOT. Any attempted assignment in violation of this provision is void and without effect. Vendor must provide written notification of changes to company name, address, telephone number, and other contact information to TxDOT as soon as possible but not later than thirty (30) calendar days from the date of change.

**8.06 RENEWAL OF CONTRACT:** The contract may be renewed by TxDOT, in its sole discretion, for up to three additional like periods of time at the same terms and conditions with prior written notice to vendor, or as otherwise stated in the solicitation.

### **8.07 EXTENSION OF CONTRACTS**

- (a) TxDOT reserves the right to extend a contract, for time only, for a period not to exceed 180 calendar days past the stated term to allow vendor to complete the requirements or to accommodate unanticipated events or requirements prior to the expiration of the contract.
- (b) A contract in its final renewal period may be further extended for time and money for a period up to ninety (90) calendar days at the option of TxDOT.
- (c) Vendor may request a time only extension of a contract by submitting written justification to TxDOT. TxDOT will approve or decline the request for extension in writing. An extension will be effective only if it is issued by the TxDOT Procurement Division in the form of a purchase order change notice.

**8.08 SEVERABILITY CLAUSE:** In the event that any provision(s) of this contract may later be determined to be invalid, void, or unenforceable, then the remaining provisions of this contract will remain in full force and effect.

**8.09 AMENDING THE CONTRACT:** All alterations, additions, or deletions to the contract must be in writing and mutually agreed upon by both parties and put into effect with a purchase order change notice issued by TxDOT. Vendor will not be entitled to payment for any additional services, work, or products that are not authorized by a properly-executed purchase order change notice. All alterations, additions, or deletions to the terms of the contract that are required by changes in federal or state law or regulations are automatically incorporated into the contract without a purchase order change notice and will become effective on the date designated by such law or by regulation.

**8.10. THIRD-PARTY BENEFICIARIES:** The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person will have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.

**8.11 BINDING EFFECT AND SURVIVAL OF OBLIGATIONS**

- (a) By submitting the response, respondent binds itself, its respective successors, and assignees to the faithful performance of the terms and conditions and provisions of a contract issued to respondent in connection with the solicitation.
- (b) Expiration or termination of the contract for any reason will not release vendor from any liabilities or obligations set forth in the terms and conditions and contract or any work orders that are expressly stated to survive any such expiration or termination or which by their nature are intended to be applicable following such expiration or termination, including any and all provisions regarding warranty, confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and fees verification. Upon expiration or termination of the contract for any reason, TxDOT will retain ownership of all associated work products and documentation obtained from or created by vendor under the contract. Vendor must deliver all documents or other work product to TxDOT upon request, including original versions if so specified in the request.
- (c) The term of service stated on the purchase order is binding on vendor regardless of the term on the originating agency contract.

## Appendix A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to in this Appendix A as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

### **Pertinent Nondiscrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- Federal-Aid Highway Act of 1973 (23 U.S.C. §324 et seq.) (prohibits discrimination on the basis of sex).
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. §6101 et seq.) (prohibits discrimination on the basis of age).
- The Civil Rights Restoration Act of 1987 (PL 100-209) (Broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are federally funded or not).
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. §47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681, et seq.).

## Appendix B



### EARLY PAYMENT PROGRAM

TxDOT has partnered with Oxygen Finance Americas, Inc. to offer all bidders and active TxDOT vendors the opportunity to enroll in the Early Payment Program (EPP). The EPP gives vendors more flexibility and control of their business and finances. Benefits include:

- Electronic invoice submissions sent to one email address for all TxDOT divisions
- Invoices are time-stamped upon receipt
- Rejection notices are usually sent within 1 business day with instructions on how to revise & resubmit for payment
- Payments are typically made within 10 business days\*, providing you cash sooner
- Monthly remittance statements are provided to EPP vendors for reconciliation
- Live supplier support specialists are available to help EPP vendors through all stages of invoicing and payments

Please fill out the information below and return this form with your completed response

Company: _____	Tax ID/EIN: _____
Contact Name: _____	Title: _____
Address: _____	
Email: _____	Phone: _____
Billing Contact: _____ Title: _____	
Address: _____	
Email: _____	Phone: _____

**OPTIONS (Please check one):**

Yes, I would like to enroll in the EPP with the following terms for all future invoices: \_\_\_\_\_ % / 10 Days / Net 30 \*\*  
 Texas State Agencies are allowed to make early payments to vendors, but are required to take a discount in return. (Texas Government Code, Chapter 2155.382). TxDOT allows EPP vendors to determine the invoice discount rate (%) that best suits their business needs.

- I confirm that I am an authorized representative of this company and that if TxDOT pays any Invoiced Debt owed to the aforementioned company under or in connection with any Contract prior to the date by which such payment would otherwise be required to be made under the terms of that Contract, TxDOT shall be entitled to deduct and retain from that Invoiced Debt, for its own benefit, an Early Payment Discount which it will deduct and retain from that Invoiced Debt. These terms will apply to all invoices unpaid as of the date of signature as printed on this form. Early payment discounts are dynamically calculated, with a target payment date of 10 days from the date of invoice acceptance. The final discount taken is proportionate to the number of days the payment is accelerated. A discount is taken ONLY if payment is made before 30 days from the date of invoice acceptance.
- I confirm that I am an authorized representative of this company and agree to the Oxygen Network Supplier Terms of Use found at <http://ftp.dot.state.tx.us/pub/txdot/info/fin/early-pmt/oxygen-network-terms.pdf>

I'm interested in the EPP, but would like a supplier support specialist to call me at this number \_\_\_\_\_

I am already enrolled in the EPP

No, I am not interested at this time

Printed Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

\*Please note: Direct deposits post 1-3 business days after the payment date and paper checks could take up to 5 business days to receive

\*\*TxDOT reserves the right to approve or reject any proposed rates.

To learn more about the program and its benefits, visit [www.txdot.gov/business/vendors/epp.html](http://www.txdot.gov/business/vendors/epp.html)

To speak with a supplier support specialist, call 844.893.6837 or email at [earlypay@txdot.gov](mailto:earlypay@txdot.gov)

**THIS PAGE SHOULD BE RETURNED WITH YOUR COMPLETED RESPONSE**

**EXECUTION OF BID**  
**IFB NO. 60133000042629**

By signature hereon, Respondent certifies that all statements and information submitted in the response to this IFB are current, complete, and accurate, including without limitations all statements, certifications, affirmations and representations contained in the Terms and Conditions.

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

Neither Respondent nor the firm, corporation, partnership, or institution represented by Respondent or anyone acting for such firm, corporation, or institution has (1) violated the anti-trust laws of the state of Texas under Texas Business and Commerce Code, Chapter 15, or the federal anti-trust laws; or (2) communicated the contents of this Proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for this IFB.

By signing this response, Respondent certifies that if a Texas address is shown as the address of the Respondent, Respondent qualifies as a Texas Resident Bidder as defined in Texas Administrative Code, Title 34, Part 1, Chapter 20.

Under Government Code §2155.004, no person who prepared the specifications or this IFB has any financial interest in Respondent's Proposal. If Respondent is not eligible, then any contract resulting from this IFB shall be immediately terminated. Furthermore, "under Section §2155.004, Government Code, the vendor (Respondent) certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment withheld if this certification is inaccurate."

Under Government Code §669.003, relating to contracting with an executive of a state agency, Respondent represents that no person who, in the past four years, served as an executive of the Texas Department of Transportation (TxDOT) or any other state agency, was involved with or has any interest in this Proposal or any contract resulting from this IFB. If Respondent employs or has used the services of a former executive head of TxDOT or other state agency, then Respondent must provide the following information:

Name of former Executive: \_\_\_\_\_

Name of State Agency: \_\_\_\_\_

Date of separation from State Agency: \_\_\_\_\_

Date of employment with Respondent: \_\_\_\_\_

Respondent agrees that any payments due under this purchase order will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the state of Texas.

TxDOT is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration's System for Award Management (<https://www.sam.gov/portal/public/SAM>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

**EXECUTION OF BID**  
**IFB NO. 601330000042629**

Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <http://www.sam.gov>.

Under Section 2155.006(b) of the Texas Government Code, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency, that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified contract and acknowledges that any contract resulting from this IFB may be terminated and payment withheld if this certification is inaccurate.

Pursuant to Section 2262.154 of the Texas Government Code, the state auditor may conduct an audit or investigation of the vendor or any other entity or person receiving funds from the state directly under this contract or indirectly through a subcontract under this contract. The acceptance of funds by the Respondent or any other entity or person directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, the Respondent or other entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Respondent will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the vendor and the requirement to cooperate is included in any subcontract it awards.

**EXECUTION OF BID**  
**IFB NO. 60133000042629**

Respondent represents and warrants that the individual signing this Execution of Bid is authorized to sign this document on behalf of Respondent and to bind Respondent under any contract resulting from this Bid.

RESPONDENT (COMPANY): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME (TYPED/PRINTED): \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

STREET: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

EMPLOYER'S IDENTIFICATION NUMBER (EIN): \_\_\_\_\_

If an invoice will be submitted by, and/or payment made to an EIN or company name different from the vendor on the response, respondent must complete the following to authorize payment:

EIN of company authorized to invoice for vendor: \_\_\_\_\_

Name of invoicing company: \_\_\_\_\_

EIN of company authorized to receive payment: \_\_\_\_\_

Name of company to be paid: \_\_\_\_\_

Vendor Point of Contact, if different from above:

NAME (TYPED/PRINTED): \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

**EXECUTION OF BID**  
**IFB NO. 601330000042629**

**PREFERENCES:**

**Reference Part 2, Para. 2.08 of the TxDOT Terms and Conditions,  
Revised October, 2023.**

In the case of a tie between two or more respondents, the award will be made in accordance with preferences as outlined in Rule 34TAC §20.306. If a tie still exists after review of preferences claimed by respondents, TxDOT will draw lots to break the tie.

Check below if preference is claimed under Rule 34TAC §20.306.

**Tie – Bid Preferences**

- 1. Supplies, materials or equipment produced in Texas or offered by a Texas bidder
- 2. Agricultural products produced or grown in Texas
- 3. Agricultural products and services offered by Texas bidder
- 4. USA produced supplies, material or equipment
- 5. Products produced at facilities located on formerly contaminated property
- 6. Products and services from economically depressed or blighted areas
- 7. Goods produced or offered by a business owned by a service-disabled veteran who is a Texas resident

**Source Preferences**

- 1. Products of persons with mental or physical disabilities
- 2. Vendors that meet or exceed air quality standards. For contracts to be performed, in whole or in part, in a designated non-attainment area or an affected county, as those terms are defined by Health and Safety Code §386.001Texas Emissions Reduction Plan.
- 3. Manufacturer that has a recycle program for computer equipment
- 4. Contractor providing foods of higher nutritional value

**Specification Preferences**

- 1. Products made of recycled materials, remanufactured, or environmentally sensitive materials including recycled steel
- 2. Energy efficient products
- 3. Rubberized asphalt paving materials
- 4. Recycled motor oil and lubricants

**THE EXECUTION OF BID SHALL BE RETURNED WITH THE RESPONSE. FAILURE TO RETURN THE EXECUTION OF BID WILL RESULT IN THE RESPONSE BEING CONSIDERED NON-RESPONSIVE.**