

TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT)
TERMS AND CONDITIONS
FOR ORIGINAL EQUIPMENT MANUFACTURER'S (OEM) PARTS

1. SCOPE: This is to establish a blanket order for new original equipment manufacturer (OEM) parts. Parts will be used as repair parts for immediate use, not for stock. Used, shopworn, demonstrator, discontinued, aftermarket or refurbished parts are not acceptable.
2. QUANTITIES: The quantities shown are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The agency will only order the amount needed to satisfy operating requirements, which may be more or less than indicated.
3. TERM: Purchase order expires 24 months after purchase order date. The purchase order may be renewed for an additional period of time not to exceed the original period of time, provided both parties agree in writing to do so prior to the expiration date of the original purchase order. The renewed purchase order shall be for the original purchase order terms and conditions, plus any approved changes.
4. BIDDING PROCESS: All bids shall be FOB destination. Authorized OEM dealers are requested to quote a percentage markup to the manufacturers' dealers price list dated as indicated on the Invitation for Bid (IFB).
5. METHOD OF AWARD
 - 5.1. Award will be based on the lowest percentage markup bid.
 - 5.2. The awarded vendor shall provide TxDOT two copies of the list upon which the markup is based within 15 days after issuance of the purchase order. Copies may be paper, microfiche or on CD-ROM. One copy shall be sent to the district point of contact as indicated on the IFB; the other copy shall be sent to:

The Texas Department of Transportation
Attn: Purchaser I, Equipment Purchasing RA 150
125 E. 11th Street
Austin, TX 78701-2483
6. ESCALATION/DE-ESCALATION: Due to fluctuations in manufacturer's pricing, increases or decreases in pricing may be accepted. Prices shall be firm for the first 180 days of the order. Vendor shall provide TxDOT two copies of each price list revision within 15 days after release by OEM. Prices will become effective 15 days after TxDOT acknowledges receipt.
7. DELIVERY
 - 7.1. The vendor agrees not to ship any materials until instructions are received from TxDOT. Delivery will be requested in writing or verbally and will be confirmed in writing by TxDOT. The issuance of a purchase order is not a request to deliver unless the purchase order states otherwise.
 - 7.2. Shipments shall be made to the specified FOB point. Normal delivery shall be a maximum of four hours from the time of order. Approximately 70% of all parts shall be stocked at vendor's location and shall be available within the four hour time period. The remaining 30% shall be available for delivery within two working days.
 - 7.3. If parts cannot be delivered within the normal time, the vendor shall notify TxDOT within two hours after receipt of order. TxDOT will exercise the option to cancel the order and purchase elsewhere, or extend the time period as necessary.
 - 7.4. TxDOT reserves the right to request an alternate normal delivery such as 2nd day or overnight air freight. The alternate type of delivery will be specified at the time the order is placed. Vendor shall ship accordingly and pre-pay the freight and add as a separate line item on the invoice.