ELEVATOR MAINTENANCE, REPAIR, AND INSPECTION SERVICES

This specification is a product of the Texas Department of Transportation (TxDOT). This specification may not be sold for profit or monetary gain. If this specification is altered in any way, the header, and any and all references to TxDOT must be removed. TxDOT does not assume nor accept any liability when this specification is used in the procurement process by any other entity.

1. **SCOPE:** This solicitation is to provide elevator maintenance, repair and inspection services for the types of elevators at location(s) as specified in the solicitation.

2. **DEFINITIONS OF TERMS AND ACRONYMS**
   2.1. ASME – American Society of Mechanical Engineers
   2.2. ELEVATOR MOTION MEASUREMENT CHARTS – A method that relates to a condition monitoring method and a corresponding system for measuring the stopping accuracy of an elevator car (Ref. Para. 13.2.4.)
   2.3. FAMIS – Financial and Management Information System - TxDOT work request system
   2.4. HSC – Health and Safety Code
   2.5. NAEC – National Association of Elevator Contractors
   2.6. OEM – Original Equipment Manufacturer
   2.7. OSHA – Occupational Safety and Health Association
   2.8. PMC – Preventive Maintenance Checklist
   2.9. PMP – Preventive Maintenance Program
   2.10. POC – Point of Contact
   2.11. QEI – Qualified Elevator Inspector
   2.12. TDLR – Texas Department of Licensing and Regulation

3. **APPLICABLE LAWS AND STANDARDS:** The vendor shall provide the specified service requirements in accordance with all federal, state and local applicable laws, standards and regulations necessary to perform the services, including, but not limited to:
   3.1. ASME A17.1 – Safety Code for Elevators and Escalators
   3.2. ASME A17.2 – Guide for Inspection of Elevators, Escalators and Moving Walks
   3.3. ASME A17.3 – Safety Code for existing Elevators and Escalators
   3.4. Health and Safety Code, Chapter 754, Elevators Escalators, and Related Equipment
   3.5. OSHA – All applicable codes of the Occupational Safety and Health Association

* This Specification Supersedes TxDOT Specification No. 910-13-17 Revised July 2016
4. **RESPONDENT QUALIFICATIONS:** The respondent shall:

4.1. Be a company or an individual engaged, or whose partners or participants or both are engaged in the business of providing elevator maintenance, repair and inspection services for a minimum of five years within the last seven years. Recent start-up businesses do not meet the requirements of this solicitation.

**NOTE:** A start-up business is defined as a new company that has no previous operational history or expertise in the relevant business and is not affiliated with a company that has that history or expertise. Two companies are affiliated if the two companies have a common parent company or if one is the parent or subsidiary of the other.

4.2. Be certified through the TDLR as a certified contractor in accordance with Health and Safety Code, Chapter 754, Section 754.017. (a) (3).

4.3. Be in good financial standing and current in payment of all taxes and fees such as state franchise fees. TxDOT reserves the right to request a copy of the respondent's audited or un-audited financial statement.

TxDOT may request a statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing and current in payment of all taxes and fees.

When financial statements are requested, TxDOT will review the respondent's audited or un-audited financial statement in accordance with Texas Government Code, Title 10, Subtitle D, Section 2156.007 to evaluate the sufficiency of the respondent's financial resources and ability to perform the contract or provide the service required in the solicitation. TxDOT will be the sole judge in determining the sufficiency of the respondent's financial resources and ability to provide the service. Factors to be reviewed include:

4.3.1. Balance sheets
4.3.2. Net working capital
4.3.3. Current asset ratio
4.3.4. Liquidity ratio
4.3.5. Auditor(s) notes
4.3.6. Any notes to the financial statements

5. **RESPONDENT REFERENCES:** The respondent should submit a minimum of three references to substantiate the qualifications and experience requirements for similar services completed for five years within the last seven years. References shall illustrate respondent’s ability to provide the services outlined in the specification. References shall include name, point of contact, telephone number and dates services were performed. The response may be disqualified if TxDOT is unable to verify qualification and experience requirements from the respondent’s references. The response may be disqualified if TxDOT receives negative responses. TxDOT will be the sole judge of references (Ref. Respondent References).
6. **RESPONDENT PERSONNEL QUALIFICATIONS:** The respondent shall provide the following personnel:

6.1. **ELEVATOR MECHANICS:** The elevator mechanic shall have a minimum of five years' experience within the last seven years providing maintenance and repair services on commercial elevators.

6.2. **MECHANICS HELPER:** Mechanics helpers shall have a minimum of three years' of experience within the last five years providing maintenance and repair services on commercial elevators.

7. **VENDOR REQUIREMENTS:** The vendor shall:

7.1. Adhere to the TxDOT Terms and Conditions identified on the solicitation.

7.2. Ensure the mechanic notifies the designated TxDOT representative when an elevator will be out of service more than one hour and when the elevator is returned to service.

7.3. Provide a QEI-1 inspector certified in accordance with HSC, Chapter 754, Section 754.0179 and be certified by an organization accredited by ASME.

7.4. Provide trained mechanics and mechanic helpers permanently employed by the vendor or subcontract additional mechanics to respond to multiple designated locations as requested by TxDOT.

7.5. Provide all labor, parts, materials, lubricants, and equipment in accordance with OEM specifications necessary to meet the requirements to provide the specified services throughout the term of the purchase order.

7.6. Provide OEM materials, parts, and related equipment for this service, or TxDOT approved equal.

7.6.1. Any parts not available from the manufacturer due to obsolescence remain the vendor’s responsibility to replace from another source.

7.6.2. Notify TxDOT in writing for approval when other than OEM replacement parts are used and prior to providing the part.

7.7. Not make any alteration or additions to the equipment without prior written approval from the designated TxDOT representative.

7.8. Perform safety tests as required by TDLR pursuant to regulations or orders in effect on the date of the purchase order, including any requirements to test the firefighter’s service and standby emergency power. (Ref. Para. 15.).

7.9. Provide an independent QEI to witness all required annual and otherwise required safety tests as enforced by TDLR.

7.10. Ensure equipment performance is maintained at a pre-determined schedule for maintenance, repair, adjustment or testing to provide the optimum level of consistent elevator operation.

7.11. Maintain original TxDOT engineering wiring diagrams. Wiring diagrams shall be modified to reflect any changes made by vendor upon written approval by the designated TxDOT representative during the term of this purchase order. Modifications made to any controls shall be dated and recorded on the TxDOT wiring diagrams. The wiring diagrams will remain property of TxDOT.

7.12. Repair items damaged by the vendor at no cost to TxDOT.
7.13. Provide a primary point of contact.

7.14. Have a staffed office within 30 miles from the service location.

7.15. Upon request and approval of the designated TxDOT representative, perform the following:

7.15.1. Alter, update, modernize or install new attachments to any equipment, whether or not recommended or directed by insurance companies or by governmental authorities.

7.15.2. Make any replacements, renewals or repair as necessitated by reason of negligence, abuse, vandalism, fire or water damages, repairs by others or misuse of any equipment by persons other than vendor or by reason of any cause beyond vendor’s control except ordinary wear and tear.

8. RESPONDENT PERSONNEL REQUIREMENTS: The vendor’s mechanic shall:

8.1. Be a permanent staff employee and shall serve as the primary point of contact for TxDOT.

8.2. Have knowledge to develop and implement the service requirements in this solicitation.

8.3. Be fluent in English with the ability to receive, give and understand written and oral instructions.

9. SERVICE REQUIREMENTS: The vendor shall:

9.1. Begin work within ten business days of the award of the purchase order or on the agreed upon date between TxDOT and the vendor.

9.2. Obtain written approval from the designated TxDOT representative for all work and material required to correct any problems diagnosed by the vendor, prior to work being performed.

9.3. Remove from the building and dispose of all defective materials removed in the performance of the service and in strict accordance with all applicable rules, regulations, codes, laws, ordinances, and statutes.

9.4. Keep hoist ways, elevator machine rooms, and pits clean.

9.5. Provide drip pans as needed.

9.6. Provide a metal waste can with cover approved by the designated TxDOT representative in each elevator machine room.

9.7. Maintain machine storage cabinets in an orderly manner.

9.8. Notify the TxDOT point of contact, by telephone, when arriving and departing work location.

9.9. Ensure mechanics check in and out with the designated TxDOT representative upon arrival at the job site.

NOTE: TxDOT will record the times the mechanic and mechanic helper responded to TxDOT and perform elevator maintenance and repair. Hours will be approved daily by the designated TxDOT representative.
9.10. Provide emergency minor adjustment call-back service, on a 24 hours-a-day, 7 day-a-week basis.

9.11. Perform cleaning, lubricating, and adjustment services to elevators after 6:00 p.m. and before 7:00 a.m. (local time) on regular working days or on weekends as approved by designated TxDOT representative.

9.12. Ensure mechanics check in and out with the designated TxDOT representative for that building or at security for off-shift calls. Vendor shall stagger mechanics to provide coverage from 8:00 a.m. until 6:00 p.m. (local time), Monday through Friday.

9.13. Be required to use TxDOT’s work request system (FAMIS). Vendor will be issued a username and password to access the system and trained on how to use the web based software.

9.14. Be responsible for computer or microprocessor devices, such as terminal keyboards and display units that are exclusively dedicated to the elevator system.

10. RESPONSE TIME: After receiving a call for service, the vendor shall have a mechanic on-site within the specified time requirements for the following types of service calls:

10.1. NORMAL SERVICE CALL: Within two hours of notification.

10.2. EMERGENCY CALLS DURING REGULAR WORK HOURS: Within 30 minutes of notification.

10.2.1. An emergency call will be identified as any conditions that can potentially impact the health, safety and welfare of TxDOT employees and the public.

10.2.2. TxDOT will identify emergency calls at time of notification.

10.3. SERVICE CALLS OFF SHIFT HOURS: Within one hour of notification.

11. PREVENTIVE MAINTENANCE PROGRAM (PMP): The vendor shall:

11.1. Develop a PMP which includes a Preventive Maintenance Checklist (PMC) to maintain the elevators in operational condition in accordance with the OEM requirements. The PMP shall ensure all components and systems of each elevator are inspected, cleaned, lubricated and adjusted to the manufacturer’s specifications and at the recommended frequency.

11.2. Ensure the PMP and PMC include the following information:

11.2.1. Name of building, building number, and physical address

11.2.2. Elevator type

11.2.3. Elevator number

11.2.4. Elevator serial number

11.2.5. Maintenance items and predetermined schedule

11.2.6. Date service performed

11.2.7. Name of qualified mechanic working at job site

11.2.8. Certification by vendor that maintenance was performed
11.3. Submit the proposed PMP to the designated TxDOT representative within five days of award of purchase order for approval prior to any payment. The approved copy of the PMP shall be provided to the designated TxDOT representative and be permanently maintained in each elevator machine room.

11.4. Submit a copy of the completed PMC to TxDOT with each monthly invoice. Payment will be withheld if scheduled maintenance is not performed or checklist is not submitted as specified.

12. ROUTINE AND PREVENTIVE MAINTENANCE AND REPAIR REQUIREMENTS: The vendor shall:

12.1. Keep the equipment properly adjusted and the elevator equipment and machinery spaces clean and in proper operating condition to comply with all requirements of all local codes and ASME A17.1, ASME A17.2, ASME A17.3 and the latest adopted editions of all applicable codes.

12.2. Provide TxDOT with a written proposal on any needed repairs within 48 business hours of discovering the deficiency or when requested by TXDOT.

12.3. Provide, upon request from TxDOT, a quote for modernizations, which shall include but not be limited to: drawings, parts, controls, fabrication work, sheet-metal work, rental equipment, installation services and inspections/permits necessary to bring the elevator up to code and provide reliable elevator service.

12.4. Maintain the specified equipment by regularly and systematically examining, adjusting, lubricating as required, and if conditions warrant, clean, repair or replace the components of the equipment as follows:

12.4.1. Machine worm gear, thrust bearings, drive sheave, shaft bearings, brake assembly and brake coil, contacts, linings, and component parts.

12.4.2. Motor and motor generator, motor windings, rotating elements, commutator, brushes, brush holders, and bearings.

12.4.3. Silicon control rectifiers, reactors, filters, heat sinks, amp traps, transducers and all control components.

12.4.4. Controller, selector, and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dash pots, timing devices, computer and microprocessor devices, steel selector cable or tape, and mechanical and electrical driving equipment.

12.4.5. Governors, governor sheaves and shaft assemblies, bearings, contacts and governor jaws.

12.4.6. Deflector or secondary sheaves, sheave bearings, car and counterweight guide rails, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers or gibs.

12.4.7. Hoist way door interlocks and hangers, bottom door guides, and auxiliary door closing devices.

12.4.8. Automatic power-operated door operator, car door hanger, car door contact, door protective device, load weighing equipment, car frame, car safety mechanism, platform, wood platform flooring, elevator car guide shoes, gibs or rollers, ceiling fan/blower, and grill.
12.4.8.1. Fillers, mufflers and muffler components.

12.4.8.2. Repair or replace conductor cables, elevator hoist way wiring and machine room elevator wiring.

12.4.8.3. Provide lubricants and hydraulic fluid to meet the specific requirements of equipment.

12.4.9. Signal system devices and fixtures, signal devices including hall buttons, hall lanterns, operating panels, intercommunication system, telephones, position indicators, dials, bells, buzzers, gongs, and light bulbs.

12.4.10. Emergency lighting, bulbs, batteries, trickle charger and related wiring, and components.

12.4.11. Elevator operating devices for fire emergency operation and emergency power operation.

12.4.12. Periodically examine all safety devices and governors and conduct annual no-load tests. Each second year, if such requirement falls within the term of the purchase order, perform a full-load, full-speed test of safety mechanism, overhead speed governors, car, and counterweight buffers.

12.4.12.1. The car balance shall be checked and governor set.

12.4.12.2. If required, the governor shall be re-calibrated and sealed for proper tripping speed.

12.4.13. Re-calibrate and reset load weighing devices after annual and five-year safety tests and as needed between tests.

12.4.14. Replace all wire ropes as often as is necessary to maintain an adequate factor of safety; equalize the tension of all hoisting ropes, repair or replace conductor cables and hoist way and elevator machine room wiring.

12.4.15. Ensure lubricants meet the specific manufacturer’s requirements for the equipment.

12.4.16. Check the group dispatching systems and make necessary tests to insure that all circuits and time settings are properly adjusted and that the system performs as designed and installed by the manufacturer. Adjust and maintain revised settings upon written direction by TxDOT.

12.5. ELEVATOR CAR RIDE CRITERIA: Ensure elevator car ride meets the following parameters which define the standard for quality elevator ride for the high speed elevators:

<table>
<thead>
<tr>
<th>Design Speed</th>
<th>Adjacent Peak to Peak Acceleration</th>
</tr>
</thead>
<tbody>
<tr>
<td>350 FPM</td>
<td>17 mg (mille g’s)</td>
</tr>
<tr>
<td>500 FPM</td>
<td>20 mg (mille g’s)</td>
</tr>
</tbody>
</table>
### Design Speed vs. Adjacent Peak to Peak Acceleration

<table>
<thead>
<tr>
<th>Design Speed</th>
<th>Adjacent Peak to Peak Acceleration</th>
</tr>
</thead>
<tbody>
<tr>
<td>700 FPM</td>
<td>25 mg (mille g’s)</td>
</tr>
<tr>
<td>800 FPM</td>
<td>28 mg (mille g’s)</td>
</tr>
<tr>
<td>1000 FPM</td>
<td>33 mg (mille g’s)</td>
</tr>
<tr>
<td>1200 FPM</td>
<td>36 mg (mille g’s)</td>
</tr>
</tbody>
</table>

12.5.1. Recording accelerometer tests shall be conducted on each elevator traveling at design speed between terminal landings without stopping in both the up and down directions with a maximum load of 500 pounds placed symmetrically in the car.

12.5.1.1. Recordings shall be taken with the accelerometer on the platform in the plane of the car guide rails and perpendicular to the place of the car guide rails.

12.5.1.2. The accelerometer tests shall be made with the sensing unit placed in the center of the elevator car enclosure mounted directly on top of the car platform.

12.5.1.3. The accelerometer and the recording device shall be calibrated just prior to the test, shall provide continuous direct reading on paper tape at a speed not less than 1 inch per second, shall be sensitive to the accelerations in a band width from 0.25 to 10 hertz and be equipped with an ISO2631 filter or equivalent.

12.5.1.4. One set of recordings for each elevator shall become the property of TxDOT as a permanent record.

12.5.2. The maximum horizontal acceleration permitted in each plane shall be determined from the charts of “Elevator Motion Measurement” in accordance with the following criteria and evaluation method:

12.5.2.1. If the results exceed the maximum specified, the rail alignment, the rail joints, and the guides shall be adjusted to correct the ride characteristic in each plane separately to this maximum.

12.5.2.2. The instantaneous acceleration recorded for a trip of the full travel of the elevator in both the up and down directions shall not exceed the tabulated values.
12.5.2.3. Adjacent peak-to-peak values of instantaneous acceleration shall be used to determine the zero reference line.

13. **HYDRAULIC ELEVATORS:** In addition to the work specified in Para. 12, the vendor shall do the following for hydraulic elevators:

13.1. Add hydraulic oil to any elevator, if the mechanic deems it necessary, while providing maintenance service under this purchase order; notify the designated TxDOT representative within 24 hours after adding more than two gallons of such fluid and provide written documentation to the designated TxDOT representative, as to the cause of the loss of hydraulic oil, including the remedy to prevent further loss. (Ref. Para. 12.).

13.2. Have mechanics scheduled to regularly and systematically examine, adjust, lubricate as required, and if conditions warrant, clean, repair or replace in accordance with the PMP, as follows: Pumps, pump motors, operating valves, valve motors, motor windings, leveling valves, plunger packing, exposed piping, hydraulic fluid tanks.

14. **TRACTION ELEVATORS:** In addition to the work specified in Para. 12, the vendor shall do the following for traction elevators:

14.1. Ensure door close time and delayed door close time comply with ASME A17.1, Section 2.13.

14.2. Ensure leveling ±¼ inch under any load condition for passenger and service elevators. Adjustments shall be made to zero tolerance. Door thrust shall not exceed 30 pounds.

14.3. FLOOR TO FLOOR PERFORMANCE TIME: From the time door starts closing at one floor to fully opened and level on next successive typical floor, regardless of loading conditions or direction of travel: Passenger gearless – 10.0 seconds; passenger geared – 11.0 seconds.

15. **INSPECTION AND TEST:** The vendor shall:

15.1. Perform all routine and periodic inspections and tests of the equipment in accordance with the latest revision of ASME A17.1 and TDLR Elevators, Escalators, and Related Equipment, HSC, Chapter 754 Subchapter B – Inspection, Certification, and Registration.

15.2. Submit a copy of each inspection report to the designated TxDOT representative no later than 30 calendar days after inspection.

15.3. Be responsible for all costs and fees required to perform inspections and to obtain Certificates of Compliance from TDLR. The cost for the inspections and tests shall be included in the monthly cost for routine and preventive maintenance and repair service.

15.4. Submit an evaluation of the elevator system’s response to traffic for units which are controlled by a group dispatching system using vendor’s computer system annually or as requested by TxDOT. These reports shall provide statistical data on average hold call waiting times by time of day and by floor for 30 minute periods during the course of a normal workday in the building.

15.5. **SERVICE CALL REPORT:** Maintain a complete, orderly written record of all service calls and repairs and submit a consolidated report of these records to the designated TxDOT representative each week. The records shall contain, but not be limited to the following information:

15.5.1. Date and time of service.
15.5.2. Building number, physical address.
15.5.3. Elevator serial number or identification number.
15.5.4. Reported problem.

15.6. Prepare and submit an inspection and test schedule for each designated elevator in a spreadsheet format outlining all required routine and periodic inspections and tests, and the dates to be performed.

15.7. Submit the inspection and test schedule to the designated TxDOT representative within ten working days upon award of the purchase order. The schedule shall remain the property of TxDOT.

15.8. Ensure the inspection and test schedule covers a 12 month period from the start date of the purchase order. A schedule shall be provided at each renewal period, if applicable.

15.9. Ensure all inspections and tests required during the service period are performed during the months as mutually agreed to between TxDOT and vendor prior to the upcoming service date, unless otherwise identified on the solicitation.

15.10. Obtain the dates of previous inspections and tests either from TDLR or from the data in each elevator during facility site visits scheduled by TxDOT or in conjunction with a Pre-Response Conference if referenced on the solicitation.

15.11. JOINT INSPECTION: All work performed under the purchase order is subject to inspection by the designated TxDOT representative at any time to ensure compliance with all service requirements of the purchase order. The vendor shall:

15.11.1. Perform a joint inspection with designated TxDOT representative on all equipment every six months.

15.11.2. Provide a record of discrepancies and complete all corrections within ten working days of the inspection.

15.11.3. Maintain an accurate log of all work, including preventive maintenance performed, repairs, adjustments, and details of call back service.

15.11.4. Provide a copy of TxDOT’s customer service calls received by the vendor each month listing TxDOT’s equipment (per unit).

15.11.5. Ensure mechanics service time tickets are signed by the designated TxDOT representative at the time any work is performed.

**NOTE:** TxDOT will record the times the mechanic and mechanic helper responded to TxDOT and perform elevator inspection. Hours will be approved daily by the designated TxDOT representative.

16. **WORK AREA:** The vendor’s mechanics and helpers shall:

16.1. Leave the work area clean and free of materials, debris, trash, and vendor equipment to the satisfaction of the designated TxDOT representative.

16.2. Clean all areas of scrap materials, dirt, dust, and debris generated in performance of the service at the time the service is provided. For equipment located above the ceiling line and above a work area, the vendor shall cover the furnishings and finished floor areas located below equipment prior to commencing work.
16.3. Clean, repair or replace any item damaged by the vendor or vendor’s subcontractors during the performance of the service to the satisfaction of TxDOT, and at no additional cost to TxDOT.

NOTE: TxDOT reserves the right to have an independent vendor review the equipment deemed necessary to ascertain that the requirements of the purchase order are being fulfilled. The vendor shall correct any noted deficiencies at no additional cost to TxDOT within a time frame agreed on between the vendor and TxDOT.

17. LOCATION(S): Location(s) are specified on the solicitation. TxDOT reserves the right to add or delete facilities serviced under the purchase order. TxDOT will provide ten business days written notice to the vendor for locations to be deleted or of any additional locations requiring service within the same area or region.

18. MATERIALS AND PARTS PRICING: If listed as a line item on the solicitation, vendor shall provide all materials and parts necessary to complete the work as allowed under the service requirements (Ref. Paras. 9, 11, 12, 13 and 14). Vendor shall provide a cost estimate to the designated TxDOT representative prior to purchasing materials and parts. Material and parts will be paid at actual cost plus the percentage mark-up listed on the solicitation as approved by the designated TxDOT representative.

19. ADDITIONAL SERVICES

19.1. Vendor shall provide, if listed as a separate line item on the purchase order, additional services necessary to return the equipment or work area or both to its properly functioning or original condition. Additional services are services not covered under the services identified in the specification, reference paragraphs 9, 11, 12, 13 and 14, and may include, but not be limited to minor code upgrades, minor installations, fabrication work, sheet-metal work, painting, and drywall, electrical, concrete or flooring repair.

19.2. Additional services shall cover only the work required to bring the elevator up to code; perform work due to the result of abuse, physical damage, etc.; and work not covered under the specification, reference paragraphs 9, 11, 12, 13 and 14. The vendor shall assume the responsibility to provide proof that the cause of the elevator malfunction was due to abuse. The elevator shall be taken out of operation until the designated TxDOT representative inspects the damages and authorizes work to be performed.

19.3. The vendor shall provide a cost estimate, including all materials, labor and equipment required to perform the additional services to the designated TxDOT representative. TxDOT will review and approve or deny the additional service. TxDOT reserves the right to obtain service under a separate purchase order should it serve the best interest of TxDOT.

20. WARRANTY REQUIREMENTS

20.1. PERFORMANCE WARRANTY: Work performed under the purchase order shall meet all applicable standards and codes. The vendor shall guarantee all work included in the purchase order against any defects in workmanship; and shall satisfactorily correct, at no cost to TxDOT, any such defect that may become apparent within a period of one year after completion of work. The warranty period shall commence upon date of acceptance by TxDOT.
20.2. **PARTS AND MATERIAL WARRANTY:** Materials provided under the purchase order shall be in current production, as offered to commercial trade, and shall be of quality material. Used, shopworn, demonstrator, prototype, reconditioned or discontinued materials are not acceptable. Materials shall be warranted against material defects and defects in workmanship for a period of not less than 12 months and shall cover 100% parts and labor. The warranty period shall commence upon date of acceptance by TxDOT. If the manufacturer’s standard warranty period exceeds 12 months, then the standard warranty period shall be in effect. The vendor shall be ultimately responsible for the warranty. The vendor shall provide the designated TxDOT representative with all manufacturers’ warranty documents upon completion of service prior to leaving the job site.

21. **VENDOR PERFORMANCE:** Vendor performance will be monitored on a regular basis by TxDOT.

21.1. An unsatisfactory performance determination includes, but is not limited to:

21.1.1. One service “call back” to correct the same problem within 30 calendar days.

21.1.2. One instance within one year of vendor personnel assigned to an authorized service call not having the state license and certification required to diagnose the problem and perform the repair.

21.1.3. Two instances within one year of response time, as defined in this specification, to an authorized service call exceeding the two-hour limit.

**NOTE:** Unsatisfactory performance may result in a negative vendor performance report, or cancellation of the purchase order or both.

21.2. An exceptional performance determination includes, but is not limited to:

21.2.1. Product upgrade substitution suggested and accepted at no additional cost to TxDOT.

21.2.2. Vendor commended for exceptional customer service, exceptional service provided.

21.2.3. Vendor early completion of a repair project.

21.2.4. Vendor providing cost savings suggestions.

22. **BUILDING RESTRICTIONS:**

22.1. **PARKING:** The vendor shall make arrangements with the designated TxDOT representative prior to off-loading tools and equipment at the job site. The vendor shall park only in locations assigned by the designated TxDOT representative.

22.2. **RESTROOMS:** Restrooms shall not be used for washing of tools and equipment.

22.3. **SECURITY:** The vendor shall provide an updated list of all vendor personnel or subcontractors at each job site and comply with all security measures required by TxDOT.

22.4. **ACCESS:** The vendor shall make prior arrangements with the designated TxDOT representative for access to the building(s) for performance of the service. If the vendor is unable to access a building or machine room, the vendor is to immediately call the TxDOT point of contact or if unable to reach POC, call TxDOT security at 512-465-7931 in order to obtain access.
23. **PERSONNEL CONTINUITY AND REPLACEMENT**

23.1. TxDOT recognizes that events beyond the control of the vendor such as the death, physical or mental incapacity, long-term illness, or the voluntary termination of employment of the assigned mechanic, will require the vendor propose a replacement. In the event such a replacement is necessary, vendor agrees that personnel shall not begin work on the project without prior written approval from TxDOT.

23.2. The assigned mechanic shall remain available for the entire term of the purchase order as long as that individual is employed by the vendor.

23.3. If TxDOT determines the assigned mechanic is unable to perform in accordance with the service requirements or to communicate effectively; the vendor shall immediately remove that person.

23.4. Proposed replacement personnel shall meet minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to TxDOT. Resume(s) and reference(s) may be requested for the proposed replacement(s). TxDOT may reject any replacement if references or past working performance is questionable or unfavorable. TxDOT will be the sole judge of the qualifications of the proposed replacement personnel.

24. **VENDOR PERSONNEL SAFETY:** The vendor shall provide all required safety equipment and instruct personnel to observe all safety policies, rules and requirements at all times, including, but not limited to, wearing hard hats, safety shoes, goggles, etc.

25. **WORK HOURS**

25.1. Regular work hours are defined as hours worked in the performance of this service beginning at 8:00 a.m. through 5:00 p.m. local time, Monday through Friday.

25.2. Off-shift work hours are defined as hours worked in the performance of this service in excess of 40 hours per week or performed beginning at 5:01 p.m. through 7:59 a.m. local time, Monday through Friday and 5:01 p.m. Friday through 7:59 a.m. local time Monday.

26. **SUBCONTRACTING**

26.1. Subcontractors providing service under the purchase order shall meet the same service requirements and provide the same quality of service required of the primary vendor.

26.2. No subcontract under the purchase order shall relieve the primary vendor of responsibility for the services.

26.3. The vendor shall be the only contact for TxDOT and subcontractor(s).

26.4. The vendor shall manage all quality and performance, project management, and schedules for subcontractors. The vendor shall be held solely responsible and accountable for the completion of all work for which the vendor has subcontracted.

26.5. TxDOT retains the right to check subcontractor’s background and make a determination to approve or reject the use of submitted subcontractor(s). Any negative responses may result in disqualification of the subcontractor.

26.6. TxDOT reserves the right to request the removal of vendor’s subcontractor staff deemed unsatisfactory by TxDOT.

26.7. Subcontracting shall be at the vendor’s expense.
26.8. During the term of the purchase order, if the vendor determines a need for a subcontractor change, TxDOT shall be notified in writing by the vendor within ten calendar days of any proposed change. The vendor shall be required to provide references and work history for any proposed subcontractor to TxDOT. No change will be allowed without written authorization by TxDOT.

26.9. SOLICITATIONS OVER $100,000: TxDOT will make an initial determination of whether subcontracting is probable. If TxDOT has determined that subcontracting opportunities are probable, the class and items in which HUBs may be registered will be noted in the solicitation along with the required forms and instructions. Responses that do not include a completed HUB Subcontracting Plan as indicated on the solicitation shall be rejected pursuant to Texas Government Code §2161.252(B).

27. BUSINESS CONTINUITY PROCEDURES AND DISASTER RECOVERY PLAN: The respondent shall submit a business continuity procedures and disaster recovery plan, limit one page, which shall include the following:

27.1. Business continuity procedures that shall be implemented to fulfill all requirements of the purchase order including, but not limited to: fire, theft, natural disaster, technical difficulty, workforce problems, equipment failure or other disruption of business.

27.2. A disaster recovery plan for this service that shall be maintained throughout the term of the purchase order. The vendor shall be responsible for all cost of disaster recovery.

NOTE: Business continuity procedures and a disaster recovery plan for this service shall be maintained by the vendor throughout the term of the purchase order. The vendor shall be responsible for all cost of disaster recovery.

28. TRAVEL: All travel and per diem shall be included in the unit price.

29. CONFLICT OF INTEREST: The vendor, vendor’s personnel and vendor’s subcontractor(s) shall affirm not to have, nor acquire any interest during the term of the purchase order that would conflict in any manner with the performance of the vendor’s obligations in regards to services authorized.

30. AMENDMENTS: TxDOT and the vendor reserve the right to amend the purchase order by mutual written agreement at any time during the term of service, as may be necessary to achieve the highest quality of production by the most efficient and cost-effective means or to include a different element or special feature that was not contemplated or fully developed at the time of solicitation. The amendment process will be accomplished through a Purchase Order Change Notice (POCN).

31. INVOICING INSTRUCTIONS: The vendor shall provide:

31.1. ORIGINAL INVOICE: A comprehensive and detailed invoice with reference to the line item on the purchase order for each item charged. The original invoice shall be e-mailed to the e-mail address indicated on the purchase order to ensure timely payment and shall include the following:

31.1.1. Complete purchase order number.

31.1.2. Vendor Federal Employer Identification Number (EIN).

31.1.3. Date and time of service

31.1.4. Location of service

31.1.5. Description of work performed.
31.1.6. The FAMIS work request number
31.1.7. Technician’s name with hours totaled
31.1.8. Labor hours and rates detailed on each vendor invoice
31.1.9. Miscellaneous parts, if applicable
31.1.10. Additional services, if applicable

**NOTE:** Invoices requiring correction shall be re-submitted with a new invoice date.

31.2. **COPY OF INVOICE AND SUPPORTING DOCUMENTATION:** A copy of the invoice and original documentation that validates the invoice charges shall be e-mailed to the designated TxDOT representative to include but not be limited to:

31.2.1. Copies of invoices from subcontractors or other entities to which vendor has made payment and requires reimbursement from TxDOT as agreed to in the purchase order.
31.2.2. Copies of PMCs for all routine and preventive maintenance and repair service for each service call.

32. **PAYMENT REQUIREMENTS:** Payment will be based on the following:

32.1. An itemized list of hours worked by the technician shall accompany each invoice. Hours will be approved daily by the designated TxDOT representative.
32.2. The mechanic and mechanics helper hourly rate is based on the actual hours worked. The amount of payment shall be calculated by multiplying the regular hourly rate by the number of hours actually worked up to 40 hours per week. Payment for hours in excess of 40 hours per week shall be calculated by multiplying the off-shift hourly rate by the number of off-shift actually worked.
32.3. Partial hours will be paid by rounding to the nearest half-hour as shown below:
   32.3.1. Less than 15 minutes – round to zero hours
   32.3.2. 15 minutes to 45 minutes (inclusive) – round to 1/2 hour
   32.3.3. Greater than 45 minutes – round to 1 hour
32.4. No payment will be made for official state holidays (unless otherwise approved by the designated TxDOT representative), lunch hour, illness or any time when work is not actually performed. No payment will be made for time associated with technician’s late arrival to or early departure from the designated work location.

33. **TxDOT RESPONSIBILITIES:** TxDOT will provide:
   33.1. A point of contact.
   33.2. Existing wiring diagrams for the vendor’s use for the equipment covered by this service.
   33.3. Access to appropriate data systems and information, such as FAMIS.
   33.4. Approve mechanics hours, on a daily basis.
   33.5. Joint inspections, once every six months (Ref. Para. 15.11.1.).
34. RESPONSE SUBMISSION

34.1. GENERAL FORMAT: The respondent shall submit one signed and dated original (marked Original) and should submit one original on a flash drive and one copy of the information listed in Para. 34.3.4. on a separate flash drive. The submission shall be in a loose leaf binder on one sided 8-1/2 X 11 inch paper and shall be tab-indexed corresponding to the sections listed below. Plastic spine-bound or wire bound submittals are highly discouraged.

34.2. ORIGINAL RESPONSE: Failure by the respondent to submit the documentation listed below will disqualify the respondent from further consideration. The response submission shall be submitted in the following format:

34.2.1. **Section 1 – Original, signed and dated Execution of Proposal:** If addendums are generated as part of this solicitation, include the original signed and dated addendum(s) in Section 1.

34.2.2. **Section 2 – Schedule 1 – Respondent Qualifications and Experience:** Complete and return detailing respondent qualifications and experience.

34.2.3. **Section 3 – Schedule 2 – Respondent Personnel Qualifications and References:** Complete and return for each proposed key or respondent personnel position.

34.2.4. **Section 4 – Demonstration of Capability:** The respondent’s approach and ability to meet the service requirements as specified in the solicitation shall be demonstrated. The response should be specific and address all requirements described in the solicitation in the order presented in Paras. 7, 9, 11, 12, 13, 14 and 15. The respondent shall submit written documentation addressing how the vendor intends to meet the following:

34.2.5. **Section 5 – Texas Family Code**

34.2.6. **Section 6 – Business Continuity and Disaster Recovery Plan:** Respondent shall submit a business continuity and disaster recovery plan detailing how the respondent proposes to meet the specifications in the event vendor service is interrupted. The plan shall detail the vendor’s backup and recovery process (Ref. Para. 27.).

34.2.7. **Section 8 – HUB Subcontracting Plan:** (if applicable).

34.3. The following should be submitted with the response. Failure by the respondent to submit the documentation listed below may disqualify the respondent from further consideration.

34.3.1. **Section 9 – Financial Standing:** Statement from the president, owner or financial officer on company letterhead certifying that the company is in good financial standing, current in payment of all taxes and fees (Ref. Para. 4.3.).

34.3.2. **Section 10 – Respondent References**

34.3.3. **Section 11 – Certifications, Permits, Licenses**

34.3.4. **Copy:** The copy on flash drive shall include only the following sections.

34.3.4.1. **Schedule 1 – Respondent Qualifications and Experience**

34.3.4.2. **Schedule 2 – Respondent Personnel Qualifications and References**
34.3.4.3. Demonstration of Capability
34.3.4.4. Business Continuity and Disaster Recovery Plan

35. **RESPONSE EVALUATION:** Only a complete response with the listed required submittal documents and meeting minimum qualifications will be considered. Failure to meet the minimum qualifications and submit the required documents will result in a response being declared non-responsive.

35.1. **STEP 1 – REVIEW OF RESPONSES BY PURCHASING:** Only a complete response with the listed required submittal documents and meeting minimum qualifications will be considered. Failure to meet the minimum qualifications and submit the required documents will result in a response being declared non-responsive.

35.2. **STEP 2 – INITIAL EVALUATION:** A TxDOT evaluation committee will evaluate and score each response based on established criteria. Respondents shall not contact members of the evaluation team. Responses will be evaluated according to the respondent’s ability to best satisfy TxDOT requirements. Respondent’s submission is evaluated and scored on a weighted system to determine the best value as follows:

35.2.1. Respondent qualifications and experience will comprise 60% of the evaluation total.

35.2.2. Pricing submitted for the solicitation requirements will be 40% of the evaluation total.

35.3. **STEP 3 – DISCUSSIONS:** TxDOT may request that selected respondents, including respondent personnel participate in discussions.

35.3.1. The respondent and TxDOT may discuss and clarify various requirements of the solicitation, vendor response, discuss any negotiable points, further confirm proposed personnel qualifications and determine the respondent’s capability to perform the service. A TxDOT evaluation committee may evaluate and score each discussion.

35.3.1.1. The initial selection of respondents qualifying to proceed to this step will maintain the pricing weight at 40%. The initial evaluation score of the qualifications and submission information will be replaced with the discussion meeting score at 60%.

35.3.1.2. TxDOT will advise each respondent in writing of the location, date and time of the scheduled discussion meeting. A minimum of two weeks’ notice will be given to the respondent(s) selected for the discussion phase. Attendance at the oral presentation is mandatory. Failure to attend the oral presentation at the designated location, date and time designated by TxDOT will disqualify the response submitted by the respondent.

NOTE: Attendance in person is required. However, TxDOT, at its sole discretion, may allow meetings via WebEx.

35.3.1.3. TxDOT may provide the respondent with a list of proposed respondent personnel required to attend and participate in the meeting.
35.3.1.4. Respondent and proposed respondent personnel should be prepared to address any questions that may be asked by TxDOT evaluators.

35.4. **NEGOTIATIONS:** Upon completion of discussions evaluation scoring, TxDOT reserves the right to enter into negotiations with one or more selected respondents.

35.5. **BEST AND FINAL OFFER (BAFO):** TxDOT reserves the right to request a BAFO from selected respondent(s).

   35.5.1. The respondent(s) shall submit a final price and any added value. If more than one respondent reaches this level, the negotiated terms, references, BAFO and added values will be the considered in the award. TxDOT will make the final determination on the best value.

   35.5.2. TxDOT may award the purchase order for the service without requesting a BAFO.

36. **AWARD:** TxDOT reserves the right to award a single purchase order to the most responsive, responsible respondent meeting the specification. TxDOT may award to a single vendor, multiple vendors, or use any combination that best serves the interest of TxDOT.

36.1. **BEST VALUE:** TxDOT will be the sole judge of best value. Best value criteria may include, but are not limited to:

   36.1.1. Best meets the goals and objectives of the solicitation as stated in the Service Requirements.

   36.1.2. Best meets the quality and reliability of the proposed goods and services.

   36.1.3. Effect of the proposed solution on agency productivity.

   36.1.4. Provides the most customer focused solution that will best meet the needs of the traveling public.

   36.1.5. Experience in successfully providing services in the solicitation.

36.2. **TYPES OF AWARD**

   36.2.1. **Single Award:** One purchase order awarded to a single vendor.

   36.2.2. **Multiple Awards:** A multiple award is the award of multiple purchase orders for the same line item(s) from a single solicitation to two or more vendors to provide the same or similar goods or services.

   36.2.3. **Split Award:** Award of separate line items on a single solicitation to different vendors resulting in two or more purchase orders.

37. **POST AWARD MEETING:** Vendors may be required to attend a post award meeting in person or via teleconference with TxDOT within ten calendar days after the award of the purchase order. The purpose of the meeting is to discuss the terms and conditions of the purchase order and to provide additional information regarding the purchase order. Vendors and TxDOT will identify specific goals, strategies and activities planned for meeting particular program area objectives.

38. **CONTRACT ADMINISTRATION:** Administration of the purchase order is the responsibility of TxDOT. TxDOT Procurement Division staff will be responsible for administering the contractual business relationship with the vendor.
38.1. Any proposed changes to work to be performed, whether initiated by TxDOT or the vendor, must receive final written approval in the form of a Purchase Order Change Notice signed by the authorized TxDOT purchasing agent.

38.2. Upon issuance of purchase order, TxDOT will designate an individual to serve as the Contract Manager and point of contact between the agency and the vendor. The Contract Manager does not have any express or implied authority to vary the terms of the purchase order, amend the purchase order in any way or waive strict performance of the terms or conditions of the purchase order. This individual’s contract management and contract administration responsibilities include, but are not limited to:

38.2.1. Monitoring the vendor’s progress and performance and ensuring services conform to established specification requirements.

38.2.2. Managing the financial aspects of the contract including approval of payments.

38.2.3. Meeting with the vendor as needed to review progress, discuss problems and consider necessary action.

38.2.4. Identifying a breach of contract by assessing the difference between contract performance and non-performance.

38.2.5. Other areas as identified by the Comptroller of Public Accounts Contract Management Guide, latest edition.