SPECIFICATION NO.
TxDOT 924-35-86*
REVISED: JANUARY 2017
SNOWPLOW AND TRUCK DRIVING SIMULATION TRAINING

PUBLICATION

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* This Specification Supersedes TxDOT Specification No. 924-35-86, Revised July 2012.
1. **SCOPE**

This solicitation is to provide services for on-site, instructor led snowplow and truck driving training using a mobile simulator to a combination of experienced and inexperienced TxDOT employees statewide using vendor provided curriculum and simulators. The training for TxDOT employees shall be held at various TxDOT locations statewide.

Respondents may submit a proposal for providing services using a different or alternate training method that provides a cost savings or advantage to TxDOT or is a better way of providing the specified types of training and meets or exceeds the attached minimum specifications for the current method. Proposed alternatives shall be provided in detail, include the point of contacts contact information. If proposing an alternate method, provide detailed information on how the training would be provided, the benefits to TxDOT for using the alternate method of training and cost using the Schedule 1 – Pricing or a similar form.

2. **DEFINITIONS OF TERMS AND ACRONYMS**

   2.1. **COURSE SESSION** – A scheduled training event for a course which shall include a minimum of one instructor, two simulators, and a maximum of four participants.

   2.2. **CURRICULUM** – Existing written course material with the learning objectives and content developed by vendor and approved by TxDOT.

   2.3. **QUALIFICATION TESTING** – A hands-on knowledge, competency, and skills assessment of material covered in learning objectives.

   2.4. **SIMULATOR** – A machine for simulating certain environmental and other conditions for the purposes of training or experimentation.

   2.5. **TxDOT PA** – TxDOT Program Administrator.

   2.6. **TxDOT POC** – TxDOT Point of Contact.

3. **BACKGROUND**

For the last several years TxDOT has entered into a purchase order with a vendor to provide snowplow and truck driving simulation training for TxDOT employees required to operate heavy equipment in a safe manner. Historically, TxDOT has required mobile simulator training in no more than two locations at the same time. The hands-on training provided as a result of this specification is based on vendor provided curriculum and use of mobile simulators that are provided by the vendor.
4. **RESPONDENT QUALIFICATIONS**

The respondent shall:

4.1. Be a company engaged in the business of providing snowplow and truck driving simulation based training for a minimum of three years within the last five 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 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 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:

4.2.1. Balance sheets
4.2.2. Net working capital
4.2.3. Current asset ratio
4.2.4. Liquidity ratio
4.2.5. Auditor(s) notes
4.2.6. Any notes to the financial statements

5. **RESPONDENT REFERENCES**

The respondent should submit a minimum of three references to substantiate the qualification and experience requirements for similar services completed for three years within the last five 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. **INSTRUCTOR QUALIFICATIONS**

The respondent shall provide instructors with:

6.1. A minimum of two years’ experience within the last five years providing training.

6.2. A minimum of three years of experience within the last seven years in operating simulators and equipment similar to that defined in the specification and have the knowledge to develop and implement the service requirements in this solicitation.

7. **VENDOR REQUIREMENTS**

The vendor shall:

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

7.2. Provide all labor, materials, and equipment necessary to meet requirements of the specified services throughout the term of the purchase order.

7.3. Provide a primary point of contact.

7.4. Provide curriculum, written training materials, detailed course outline, lesson plans, end-of-course performance examinations, training methodologies, and aides used to teach courses for TxDOT employees which shall be included in the unit price.

7.5. Provide mobile simulators which simulate snowplow and truck driving operation and be responsible for moving the mobile simulator to each training location specified by the TxDOT POC at the time a training session is scheduled.

7.6. Provide a copy of training materials to the TxDOT PA.

7.7. Provide an additional mobile simulator in the event the original mobile simulator malfunctions and cannot be made available for a course session as mutually agreed upon by the vendor and TxDOT.

7.8. Provide multiple levels of training to include basic and advanced.

7.9. Provide instructors that meet the qualification (Ref. Para. 6.). All instructors shall be approved by TxDOT in writing prior to performing training. TxDOT may reject vendor instructors if references or past working performance is questionable or unfavorable.

**NOTE:** Conducting training using an unapproved instructor may lead to cancellation of the purchase order.

7.10. Provide a minimum of one instructor per four students (Ref. Para. 2.1.).

7.11. Provide additional instructors to support multiple course sessions, if required (Ref. Para. 9.5.).
7.12. Provide a backup instructor in the event an instructor is unable to conduct training.

NOTE: Vendor requests to add or delete instructors shall be submitted in writing to TxDOT 30 days prior to scheduling instructor for course sessions. TxDOT will approve or disapprove the instructor in writing within 10 days of receipt of written request.

7.13. Require instructor(s) new to the curriculum to observe a course session taught by an experienced instructor prior to conducting a course session.

7.14. Train approximately 275 or more TxDOT employees within a three-month time frame usually September through December and additional courses during the program year.

7.15. Not drive a TxDOT vehicle or operate TxDOT equipment in performance of the service.

7.16. BACKGROUND CHECK: Conduct background checks on all vendors’ permanent and temporary personnel scheduled to work on TxDOT projects prior to beginning service start-up. Upon award, supporting documentation confirming the completion of these comprehensive background checks may be subject to review upon request by the TxDOT designee, prior to beginning the service. Failure to produce the requested documentation may be cause for cancellation of the purchase order. The background checks shall include, but not be limited to, the following:

7.16.1. Social Security Number verification.

7.16.2. Statewide criminal and sex offender records for all Texas counties and out-of-state counties based on the current and previous addresses of the applicant for the last seven years.

8. INSTRUCTOR REQUIREMENTS

8.1. The instructor’s primary responsibility shall be to conduct thorough, in-depth training for TxDOT employees to learn safe operation of snowplow and truck driving operation utilizing simulator scenarios.

8.2. The instructor shall be a permanent staff employee and shall serve as the constant primary point of contact for TxDOT.

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

9. SERVICE REQUIREMENTS

The vendor shall:

9.1. Limit participation in TxDOT training sessions to TxDOT employees, unless otherwise approved by TxDOT PA.

9.2. Begin work within 15 calendar days of the award of the purchase order or on the agreed upon date between TxDOT and the vendor.

9.3. Conduct mobile simulator training in multiple locations at the same time, if required.
9.4. Develop simulator scenarios based on TxDOT needs.

9.5. Conduct course sessions for TxDOT at remote locations statewide.

9.6. Coordinate the locations, dates, and times for the course sessions with the TxDOT PA. The vendor and the TxDOT PA shall mutually agree upon the location, date, and time for each course session, 15 days prior to the first scheduled course session.

9.7. Coordinate the actual course session-day logistics with the designated TxDOT POCs at each location.

9.8. Conduct course sessions between 7:00 a.m. to 6:00 p.m. Monday through Friday, local time, as mutually agreed upon in writing by the vendor and the TxDOT PA. Instructors shall adhere to the agreed upon work schedule.

NOTE: TxDOT will not pay for hours in excess of 40 hours per work week.

9.9. Provide one paper copy and one electronic copy of the training materials to the TxDOT PA for each scheduled course. Deliver sufficient training materials in paper copy form to all participants attending the training. The training materials shall be mailed or delivered by the vendor to the attention of the local District or Division Training Coordinator for distribution. A current mailing list will be provided by the TxDOT PA.

9.10. SPECIFIC COURSE REQUIREMENTS: The vendor shall provide the course sessions using the vendor’s curriculum, which shall consist of specific courses (Ref. Attachments A and B – Course Information).

<table>
<thead>
<tr>
<th>Course</th>
<th>Contact Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Snowplow Operator</td>
<td>4</td>
</tr>
<tr>
<td>Truck Driving Simulation</td>
<td>4</td>
</tr>
</tbody>
</table>

9.11. Require participants to sign a TxDOT provided sign-in roster to verify participant’s attendance at the training session. The roster shall be e-mailed by the vendor to the TxDOT PA at e-mail address provided with the instructor course session packet upon completion of each course session. The instructor shall submit the original copy of the roster to the TxDOT POC in the envelope provided (Ref. Para. 10.5.).

NOTE: The vendor may retain a copy of the roster for the vendor’s records.

9.12. Provide course contact hours for each course session and meet the objectives shown on Attachments A and B – Course Information.

9.13. CURRICULUM REQUIREMENTS: Cover the general topics, subject matter, and provide training materials for each participant.

NOTE: TxDOT reserves the right to modify course specific curriculum to be kept current and up-to-date throughout the term of the purchase order.
9.14. Distribute and collect TxDOT course evaluation forms from the participants. Evaluations shall be submitted to the TxDOT POC with the roster.

9.15. Ensure no more than the maximum number of participants for each specified course is permitted in the course session. The instructor shall refer these additional participants to the TxDOT POC for guidance.

10. COURSE SESSION EVALUATIONS

The instructor shall:

10.1. Provide each participant with a TxDOT provided evaluation form titled “Participant Course Evaluation”. Ensure each participant completes the evaluation on the Scantron forms provided by TxDOT. TxDOT will include the form in the instructor packet for each course session.

10.2. Submit the original completed evaluation forms to the TxDOT POC in the self-addressed envelope provided in the instructor course session packet.

NOTE: The TxDOT POC is available to assist the instructor with this responsibility.

10.2.1. Return the instructor packet materials to the TxDOT POC at the conclusion of the last day of the session.

NOTE: The instructor may retain a copy of the evaluations for the vendor’s records.

10.3. COURSE SESSION COMPLETION

The vendor shall provide an end-of-course performance examination which will be approved by TxDOT prior to administering. The instructor shall administer an end-of-course performance examination that provides evidence of participant competency, mastery, or attainment of course objectives. The instructor shall score the performance examination and results shall be reported on the roster. The instructor shall indicate the examination results on the roster which will be submitted to the TxDOT POC in the envelope provided. The instructor shall submit the actual exams to the TxDOT POC in the envelope provided.

10.4. DELIVERABLES

Mail the original class sign-in roster, original end of course exams, and the original evaluation forms with a copy of the invoice including all of the required information within 30 calendar days from the completion of the training session, but no later than, the date the invoice is mailed to TxDOT (Ref. Para. 20.), whichever occurs first.

Mail To:
Texas Department of Transportation
Attn. HRD – WFD
200 E. Riverside Dr.
Austin, TX 78704
10.5. TxDOT must receive the deliverables before payment will be made. The TxDOT PA may approve in writing other alternative methods for the vendor to deliver the end-of-course exam, course evaluation forms, and sign-in rosters, such as, scanning these items and sending them electronically, or delivering them to a TxDOT designee(s) immediately after the completion of the training session.

10.6. TRAINING SESSION CANCELLATION

The TxDOT PA or the vendor:

10.6.1. May cancel or postpone any scheduled course session with two weeks written notice.

10.6.2. Whichever is responsible for the cancellation or postponement of a course session, shall verbally notify the other party and the designated TxDOT POC of the cancellation or postponement and immediately follow-up with written notification.

10.6.3. May reschedule for completion at a later date, any course session terminated for reasons beyond the control of either TxDOT or the vendor. All rescheduled course sessions shall be mutually agreed to by the vendor and the TxDOT PA.

NOTE: If the training session is canceled or postponed and is rescheduled, TxDOT will not pay for the training session. Should TxDOT fail to notify the vendor of a cancelation or postponement within two weeks prior to the training session and the session is not rescheduled, TxDOT will pay for the training session at the agreed upon rate.

11. LOCATION(S)

Location(s) of facilities are specified on Attachment B – Locations. TxDOT reserves the right to add or delete facilities serviced under the purchase order. TxDOT will provide 10 business days written notice to the vendor for facilities to be deleted or of any additional facilities requiring service within the same area or region.

12. VENDOR PERFORMANCE

Vendor performance will be monitored on a regular basis by TxDOT.

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

12.1.1. Two occurrences within one year of negative course session evaluations resulting in failure to provide quality training to TxDOT employees (Ref. Para. 9.14.).

12.1.2. Utilizing unqualified instructors for course sessions (Ref. Para. 6.).

12.1.3. Utilizing unapproved instructors for course sessions (Ref. Para. 7.9.).

12.1.4. Two instances within one year of vendor not meeting the instructor to student ratio (Ref. Para. 7.10.).

12.1.5. Failure to address problematic issues.
12.1.6. Any violation of the TxDOT Safe Practices may result in cancellation of the purchase order (Para. 15.).

12.1.7. One instance within one year of the PA being notified in less than two weeks prior to the scheduled training session date with regards to cancelation.

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

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

12.2.1. Deliverables made early upon TxDOT member request.

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

12.2.3. Provided training assistance when not required.

13. BUILDING RESTRICTIONS

13.1. PARKING: The vendor shall make arrangements with the designated TxDOT representative prior to off-loading equipment at the job site. The vendor shall park only in spaces assigned by the designated TxDOT representative.

13.2. 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.

13.3. ACCESS: The vendor shall make prior arrangements with the designated TxDOT representative for access to the building(s) for performance of the service.

14. PERSONNEL CONTINUITY AND REPLACEMENT

14.1. 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 instructors 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.

14.2. If TxDOT determines the instructor(s) is unable to perform in accordance with the service requirements or to communicate effectively, the vendor shall immediately remove that person.

14.3. 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.
15. 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, while on TxDOT property.

NOTE: TxDOT’s Handbook of Safe Practices will be provided to the vendor at the Post Award Meeting (Ref. Para. 25.). Violation of TxDOT’s Safe Practices may result in cancellation of the purchase order.

16. SUBCONTRACTING

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

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

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

16.4. 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.

16.5. 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.

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

16.7. Subcontracting shall be at the vendor’s expense.

16.8. 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 30 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.

16.9. 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).
17. TRAVEL

All travel and per diem shall be pre-approved in writing by the designated TxDOT representative. If approved, expenses will be reimbursed as follows:

17.1. In-state reimbursement for lodging will be the listed rate on the following website for the specific location and month.

   https://fmx.cpa.state.tx.us/fm/travel/travelrates.php

17.2. The maximum meal reimbursement for in-state travel is $41. Travelers may substitute all or a portion of the $41 meal allowance to increase the amount paid for lodging.

17.3. Meals for non-overnight travel may be reimbursed up to $41 for the actual cost of meals if the travel period is greater than six hours and the travel is to a location outside the district in which the vendor’s primary work location is located.

   NOTE: The Internal Revenue Service has ruled that the meal reimbursements related to non-overnight travel are taxable as additional income. Taxes shall be withheld at a rate of 25% of the reimbursement amount. The vendor shall be responsible for withholding this tax.

17.4. Out-of-state reimbursement will be at current legislated rates and comply with the current state travel laws and rules. Guidelines are available at:

   https://fmx.cpa.state.tx.us/fm/travel/travelrates.php

17.5. Travel expenses shall be clearly detailed and receipts attached to the email sent to the designated TxDOT representative.

17.6. Mileage of 50 miles or more from the instructor’s home base is required for any overnight lodging.

   NOTE: TxDOT will not reimburse tips, gratuities, or alcoholic beverages. When a rental car is approved, personal mileage is not reimbursed without prior approval from the designated TxDOT representative.

17.7. Reimbursable travel expenses include: Personal vehicle mileage, commercial transportation, hotel accommodations, parking, and meals. Travel expenses shall be clearly detailed and receipts attached to the e-mail sent to the designated TxDOT representative. Rental cars are permitted when the cost is equal to or less than the cost of calculated mileage.

   NOTE: When a rental car is approved, personal mileage is not reimbursed without prior approval from the designated TxDOT representative.

18. 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.
19. INVOICING INSTRUCTIONS

The vendor shall provide:

19.1. ORIGINAL INVOICE: A comprehensive and detailed invoice with reference to the line item on the Schedule 1 – Pricing for each item charged. Original documentation that validates the charges shall be attached. The original invoice shall be e-mailed to FIN_Invoices@txdot.gov and HRD_Invoices@txdot.gov, unless otherwise shown on the purchase order to ensure timely payment. The invoice shall include the following:

19.1.1. Vendor name.
19.1.2. Complete purchase order number.
19.1.3. Vendor Federal Employer Identification Number (EIN).
19.1.4. Invoice number.
19.1.5. Remit to address.
19.1.6. Individual responsible for billing with contact information.
19.1.7. Course session hours.
19.1.8. Dates (beginning and ending) of the course session.
19.1.9. Name of the TxDOT’s district in which the course session was held (to include location within the district).
19.1.10. Instructor name with hours totaled.
19.1.11. TxDOT course name and alpha-numeric Training Code.
19.1.12. TxDOT Course session number (on course roster).
19.1.13. Course session cost plus any applicable credit, if applicable.
19.1.14. Name of each participant who attended and completed the training course.
19.1.15. Travel and per diem charges clearly detailed with copies of receipts attached.
19.1.16. Total invoice amount

NOTE: Invoices requiring correction shall be re-submitted with a new invoice date. Invoice will not be processed until all deliverables have been received by TxDOT.

20. PAYMENT REQUIREMENTS

Payment will be based on an approved invoice by the designated TxDOT representative, to include deliverables and any supporting documentation.
21. **TxDOT RESPONSIBILITIES**

TxDOT will:

21.1. Provide a TxDOT PA.

21.2. Provide a designated TxDOT POC for each training location.

21.3. Schedule participants to attend the course session for each location.

21.4. Provide the location and facilities for the course sessions.

21.5. Approve instructors prior to commencement of course sessions (Ref. Paras. 7.9. and 7.12.).

21.6. Provide instructor packet (Ref. Para. 10.1.).

21.7. Provide the TxDOT sign-in roster and evaluation forms (Ref. Paras. 9.11. and 9.14.).

21.8. Approve the participant end-of-course performance examination (Ref. Para. 10.4.).


21.10. Provide audio visual needs as required for the course session.

21.11. Monitor any training session at random to assure conformity to requirements.

22. **RESPONSE SUBMISSION**

22.1. **GENERAL FORMAT:** The respondent shall submit one signed and dated original (marked Original) and shall submit three copies on flash drive. The submission should be in separate loose leaf binders on one sided 8-1/2 x 11 inch paper and be tab-indexed corresponding to the sections listed below. Plastic spine-bound or wire bound submittals are highly discouraged.

22.2. **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:

22.2.1. **Section 1 – Pricing:**

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

22.2.2. **Section 2 – Schedule 2 – Original, signed and dated Execution of Proposal**

22.2.3. **Section 3 – Schedule 3 – Respondent Qualifications and Experience**

22.2.4. **Section 4 – Schedule 4 – Instructor Qualifications and References**
22.2.5. **Section 5 – 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., and 10. The respondent shall submit written documentation addressing how the vendor intends to meet the following, as well as, an actual copy of the instructor manual, participant materials, visual aids, simulation plans, end-of-course performance examination, and any other course materials:

22.2.5.1. **Ability to perform simulator training in multiple locations simultaneously.** Include the quantity and configuration of the simulators.

22.2.5.2. **Instructor Manual shall be laid out in a logical manner with clearly stated objectives, class delivery notes, list of activities and instructions, and have an overall professional appearance as is acceptable to the industry.**

22.2.5.3. **Participant materials shall be laid out in a logical manner with clearly stated objectives, list of activities and instructions, and have an overall professional appearance as is acceptable to the industry.**

22.2.5.4. **Visual aids shall be meaningful, easy to read, and pertinent to the learning objectives as detailed in Attachments A and B – Course Information.**

22.2.5.5. **Simulation plans shall meet the learning objectives as detailed in Attachments A and B – Course Information.**

22.2.5.6. **End-of-course performance examinations shall be based on the learning objectives, be in a checklist format, and provide feedback to participants.**

22.2.5.7. **Staffing plan – Submit a proposed staffing plan to demonstrate staff qualification and experience.** This plan should describe the number of staff proposed for this project, the functions they will perform, and the percentage of time they will be assigned to this project during the contract term.

22.2.6. **Section 6 – HUB Subcontracting Plan (if applicable).**

22.3. 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.

22.3.1. **Section 7 – 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.4.2.).

22.3.2. **Section 8 – Respondent References.**

22.3.3. **Copies:** The three flash drive copies (marked Copy) shall include only the following sections:

22.3.3.1. **Section 3 – Respondent Qualifications and Experience**
22.3.3.2. Section 4 – Instructor Qualifications and References

22.3.3.3. Section 5 – Demonstration of Capability

23. RESPONSE EVALUATION

23.1. 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.

23.2. 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:

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

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

23.3. STEP 3 – ORAL PRESENTATION AND SIMULATOR TRAINING DEMONSTRATION: TxDOT may request that selected respondents, including instructors, participate in an oral presentation and simulator training demonstration. The respondent and TxDOT may discuss and clarify various requirements of the solicitation, vendor’s response, further confirm proposed instructor qualifications, determine the respondent’s capability to perform the service, and participate in a demonstration of the course session using the simulator. The demonstration will be held at a TxDOT location or other location agreed to between the respondent and TxDOT. A TxDOT evaluation committee will evaluate and score each demonstration.

23.3.1. 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%.

23.3.2. TxDOT will advise each respondent in writing of the location, date, and time of the scheduled discussion meeting. A minimum of one week’s notice will be given to the respondent(s) selected for the discussion phase.

23.3.3. TxDOT may provide the respondent with a list of proposed instructors required to attend and participate in the demonstration.

23.3.4. Respondent and proposed personnel should be prepared to address any questions that may be asked by TxDOT evaluators.

23.3.5. TxDOT reserves the right to continue discussions with selected respondent(s).
24. **AWARD**

24.1. 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.

24.2. **TYPES OF AWARD**

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

24.2.2. **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.

25. **POST AWARD MEETING**

Vendor(s) may be requested to attend a post award meeting in Austin, Texas, via teleconference, or via WebEx, with TxDOT within seven 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. Vendor(s) and TxDOT shall identify specific goals, strategies, and activities planned for meeting particular program area objectives.

26. **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.

26.1. 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.

26.2. Upon issuance of purchase order, TxDOT will designate an individual to serve as the Contract Manager and point of contact between TxDOT 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:

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

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

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

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