



**NORTH TEXAS TOLLWAY AUTHORITY
BEST VALUE RFB 03590-NTT-00-GS-FI
OUTSIDE PRINTING**

**BIDS DUE:
February 28, 2013 @ 2:00 pm CST
At the following location:
NORTH TEXAS TOLLWAY AUTHORITY
Attn: Procurement Services
5900 West Plano Parkway, Suite 100
Plano, Texas 75093**

REQUIRED RESPONSE CHECKLIST:

The following checklist is provided as a convenience to aid Proposers in responding to this RFB. The items shown in the checklist must be included in your response.

- Vendor Information and Addenda Acknowledgment Form
- Confidentiality and Non-Disclosure Statement-Attachment A
- Conflict of Interest Questionnaire, Affidavit and Supplement to Conflict of Interest Questionnaire-Attachment B
- Cost Proposal - Section V

Questions about the RFB should be directed via e-mail to Larry Hall, Buyer, at lhall@ntta.org no later than February 20, 2013 @ 4:00 pm CST.

I. INTRODUCTION

A. BACKGROUND

The North Texas Tollway Authority (NTTA) is a regional tollway authority created under Chapter 366 of the Texas Transportation Code and authorized to acquire, construct, maintain, repair and operate turnpike projects in the North Texas region. The NTTA serves its member counties of Collin, Dallas, Denton and Tarrant and is responsible for the NTTA System, consisting of the Dallas North Tollway, the President George Bush Turnpike, Sam Rayburn Tollway, Addison Airport Toll Tunnel, Lewisville Lake Toll Bridge and the Mountain Creek Lake Bridge, and the NTTA Special Projects System, consisting of the President George Bush Turnpike – Western Extension and the Chisholm Trail Parkway. The NTTA is governed by a nine-member board of directors (Board) with two members appointed by each of the four NTTA member counties. A ninth member is appointed by the Governor of Texas. The following individuals currently serve on the NTTA Board of Directors:

Chairman Kenneth Barr (Tarrant County)
Vice Chairman Bill Moore (Collin County)
Mojoy Haddad (Tarrant County)
Jane Willard (Collin County)
David R. Denison (Denton County)
Matrice Ellis-Kirk (Dallas County)
George “Tex” Quesada (Dallas County)
Michael R. Nowels (Denton County)
William D. Elliott (Governor’s appointee)

More information on the NTTA can be obtained by visiting the NTTA’s web site at www.ntta.org.

B. INTENT

The purpose of this solicitation is to solicit bids for Outside Printing Services.

Sealed bids marked RFB 03590-NTT-00-GS-FI Outside Printing Services will be received by Director of Procurement Services, North Texas Tollway Authority, 5900 West Plano Parkway, Suite 100, Plano, TX, 75093.

Bids will be accepted until February 28, 2013 @ 2:00 pm CST. Bids submitted after this date and time will be returned unopened to the submitting firm/individual. The Authority will require strict compliance with the sealing, marking and timely delivery of all submittals.

NTTA is not responsible for delays caused by the U.S. Postal Service, the internal mail delivery system of the NTTA, or any other means of delivery employed by the Proposer. Similarly, the NTTA is not responsible for, and will not open, any bid responses which are received later than the date and time indicated above. The time stamp device in the customer reception lobby is the official time clock used for the purpose of the due date and time of the bids. Any discrepancies between this official time clock and any other time keeping devices are not the responsibility of the NTTA.

The NTTA reserves the right, in its sole discretion, to waive any technicality in a response to this RFB, provided such action is in the best interests of the NTTA. Where the NTTA waives minor technicalities in a bid, such waiver does not modify the bid requirements or excuse the Respondent from full compliance with the RFB. Notwithstanding the waiver of any minor technicalities, the NTTA holds all Respondents to strict compliance with the RFB.

C. SCHEDULE OF EVENTS

Public notification/advertisement	February 8, 2013 February 15, 2013
Deadline for submitting questions	February 20, 2013 4:00pm CST
Bids Due	February 28, 2013 2:00pm CST

Questions concerning the RFB are due in writing via e-mail to Larry Hall, Buyer, at lhall@ntta.org. All responses to such questions will be distributed to all potential respondents.

D. SUBMISSION OF BIDS

The Proposer must submit one (1) original and two (2) hard copies of the complete bid to:

Procurement Department – Director of Procurement Services
North Texas Tollway Authority
5900 West Plano Parkway, Suite 100
Plano, TX 75093
RFB 03590-NTT-00-GS-FI

The respondent should clearly mark the outermost envelope of the submittal with RFB 03590-NTT-00-GS-FI Outside Printing Services. The NTTA is not responsible for submittals received but not clearly marked. It will be the responsibility of each Proposer to deliver its submittal to the NTTA Director of Procurement at the above listed address before or by the time listed above for its bid to be considered. The NTTA customer receptionist will stamp the date and time on the bid envelope upon receipt and this will serve as the official date and time used for the bid opening purpose. Any discrepancies between the official time and any other time keeping devices will not be the responsibility of the Authority. Faxed, oral, or telephoned bids will not be accepted. Late bids will be returned unopened.

E. OFFICIAL TIME CLOCK

The time stamp device in the customer reception lobby is the official time clock used for the purpose of the due date and time of the bids. Any discrepancies between this official time clock and any other time keeping devices are not the responsibility of the NTTA. Late bids will be returned unopened to the submitting firm/individual.

F. TELEGRAPHIC/ELECTRONIC BID RESPONSES

Bid responses sent by facsimile machines or email are not acceptable and will be rejected upon receipt. Vendors will be expected to allow adequate time for delivery of their bid responses either by airfreight, postal services, or by other direct delivery means.

G. TERM OF CONTRACT

The contract will become effective upon issuance of a Purchase Order from the NTTA. The initial contract period will be for a period of one year. The initial contract may be extended at the Authority's option for up to (4) four additional (1) one year periods. This contract may be terminated by the NTTA with a thirty (30) day written notice to the other party regardless of the reason.

H. INQUIRIES

Questions about this RFB should be directed in writing, via e-mail to Larry Hall, Buyer at lhall@ntta.org, no later than February 20, 2013 by 4:00 pm CST. Correspondence with individuals other than those listed herein will not be allowed:

North Texas Tollway Authority
5900 West Plano Parkway, Suite 100
Plano, TX 75093
Attn. Larry Hall
RFB 03590-NTT-00-GS-FI

From the issuance date of this RFB until a firm/individual is selected and the selection is announced, firms are not allowed to communicate regarding this RFB with any NTTA director, officer, employee, agent or consultant. Any inquiry regarding this RFB must be directed to the contact listed above. The NTTA reserves the right to disqualify any Proposer who is found in violation of this provision. No questions other than written via email will be accepted, and no response other than written will be binding upon the Authority. Written responses to questions will be provided to all recipients of the RFB.

I. INTERPRETATIONS AND ADDENDA

No interpretation or modification made to any respondent as to the meaning of the RFB will be binding on the North Texas Tollway Authority unless submitted in writing and distributed as an addendum by NTTA. Interpretations and/or clarifications must be requested in writing and directed to Director of Procurement Services at the address or e-mail noted above. Information obtained otherwise will not be considered in awarding of contract. All addenda will become part of the RFB.

J. LANGUAGE, WORDS USED INTERCHANGEABLY

The word AUTHORITY, Authority or NTTA refers to the NORTH TEXAS TOLLWAY AUTHORITY throughout this document. Similarly, RESPONDENT, Vendor, Respondent and Proposer refer to the person or company submitting an offer to sell its goods or services to the Authority. The words Bid, bid, and, Quotation, are all offers from the Proposer submitted in

response to this RFB. NTTA has established for the purposes of this RFB that the words “must” or “will” are equivalent in this RFB and indicate a mandatory requirement or condition, the material deviation from which will not be waived by the Authority. A deviation is material if, at the sole discretion of the Authority, the deficient response is not in substantial accord with this RFB’s mandatory condition requirements. The words “should” and “may” are equivalent in the RFB and indicate very desirable conditions or requirements but are permissive in nature. Deviation from, or omission of such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid, but may result in being considered as not in the best interest of the Authority.

II. RESPONSE TO THIS RFB

A. EXAMINATION OF RFB DOCUMENTS

Failure of any Proposer to receive or examine any form, instrument, addendum or other document will in no way relieve any Proposer from any obligation with respect to their bid or to any contract resulting from this bid. The submission of a bid will be taken as conclusive evidence of compliance with this condition. Failure to meet this condition may result in rejection of any offering on this bid.

B. PROPRIETARY INFORMATION

Any proprietary information contained in the Submittal must be so indicated with the following notation in BOLD letters at the top and bottom of the page, THIS PAGE CONTAINS PROPRIETARY INFORMATION. A general statement that the entire content or major portion, of the Response is proprietary will not be honored. Firms should be aware that all information submitted is subject to public disclosure under the provisions of the Texas Public Information Act (Chapter 552 of the Texas Government Code)

C. PROPERTY OF NORTH TEXAS TOLLWAY AUTHORITY

All copies and contents thereof of any bid, attachment, and explanation thereto submitted in response to this RFB, except copyrighted material, will become the property of the Authority regardless of the proposer selected. All copyrighted material must be clearly marked indicating the copyrighted status. NTTA will be held harmless from any claims arising from the release of proprietary information not clearly designated as such by the proposing firm.

D. INSTRUCTIONS TO PROPOSER/RESPONDENT

All prices and quotations must be typed or written in ink. Bids written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed by Proposer prior to bid opening date/time. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or total. Proposer must submit prices and other information required in the proper space on the bid forms provided. Deviation may result in disqualification of the bid.

E. ALTERNATE BIDS

No alternate bids will be accepted, unless otherwise stated in the bid/proposal.

F. BID WITHDRAWAL

A Proposer may withdraw bid upon written request at any time prior to the bid opening date and time. Bids cannot be amended or altered, except to correct price extension errors, after the opening date and time.

G. TERMINATION

The award of the agreement resulting from this bid may be terminated or cancelled under the following circumstances.

- a. This contract may be terminated by the NTTA with a thirty (30) day written notice to the other party regardless of the reason.
- b. During the term of this agreement, the NTTA may terminate the agreement at the expiration of the budget period if funds are not appropriated for payment under the agreement.
- c. NTTA may cancel all or any part of the undelivered goods or services of the agreement if vendor breaches any of the terms of the agreement, including, but not limited to, warranties of vendor, if vendor becomes insolvent or begins bankruptcy or reorganization proceedings.
- d. NTTA's rights of cancellation or termination are in addition to other remedies NTTA may have in law or equity.

H. RIGHT OF INSPECTION

The NTTA has the right to inspect the goods at delivery before acceptance. If the NTTA is not able to inspect the goods at the time of the delivery, the NTTA reserves the right to inspect and approve the material within a reasonable time after delivery. If specifications are not met, material may be returned at Seller's expense and the Seller assumes all risk for damages incidental to the rejection of such goods. Payment will not constitute an acceptance of the material nor impair the NTTA's right to inspect or invoke any of its remedies.

I. PLACE OF DELIVERY

The place of delivery will be that set forth in the purchase order. All deliveries must be inside deliveries, unless other arrangements are made.

J. REMEDIES FOR NON-PERFORMANCE

If at any time, the contractor fails to fulfill or abide by the terms, conditions, or specifications of the contract, the NTTA reserves the right to purchase on the open market and charge the contractor the difference between contract and actual purchase price or cancel the contract within thirty (30) days written notification of intent.

K. CONTRACT MODIFICATION

Amendments may be made for additions, deletions and or modifications of goods or services under the same terms and conditions of this order. Such amendments must be in writing and approved by an authorized representative for the vendor and the NTTA.

L. FIRM PRICE PERIOD

Bid pricing will be firm for a minimum period of one hundred and twenty (120) calendar days following the date established as the opening date.

III. ADDITIONAL TERMS & CONDITIONS

A. OPEN RECORDS

Respondents are advised that information included in a bid is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code (the Act). Information a third party submits to or prepares on behalf of NTTA is subject to the Act and must qualify for an exception provided by the Act to be withheld from public disclosure. Information is not confidential under the Act simply because the party submitting the information anticipates or requests that it be kept confidential. NTTA cannot bring information within an exception to disclosure under the Act merely through a contract or agreement to keep the information confidential. Accordingly, a Respondent whose bid may include information that the Respondent believes in good faith to be proprietary or commercial information and that the Respondent otherwise keeps confidential for competitive reasons is responsible for identifying and proving that such information qualifies for an exception to public disclosure under the Act. Each item of such information must be separately and conspicuously labeled "Confidential Proprietary Information." NTTA, its directors, officers, employees, agents, and attorneys will not be liable for any disclosure of any information submitted in a response to this RFB. By submitting a bid, the Respondent waives any claim against, and releases from liability, NTTA, its directors, officers, employees, agents, and attorneys with respect to disclosure of any information included in the bid, including information labeled as "Confidential Proprietary Information." The Respondent also authorizes NTTA, at its sole option, to submit any information contained in the bid, including information the Respondent has labeled as being proprietary, to the Office of the Attorney General for a determination as to whether any such information submitted by the Respondent may be excepted from public disclosure under the Act, either by its provisions alone or in conjunction with other law. For the purpose of asking the Office of the Attorney General to determine whether an exception to disclosure exists for information the Respondent deems to be proprietary, NTTA will submit to the Attorney General only that information the Respondent has specifically labeled "Confidential Proprietary Information."

B. AWARD NON-EXCLUSIVE

NTTA may award one or more contracts to each Proposer. There will be no minimum amount of goods/services awarded any Proposer under this RFB. The successful Proposers will assume total responsibility for all deliverables awarded to them. Further, the NTTA will consider the successful Proposers to be the sole point of contact with regard to contractual matters,

including payment of all charges resulting from the contract. No sub-contractor will be paid directly by NTTA. The successful Proposers will be solely responsible for the success of the portion of the entire project awarded to them under this RFB. At its discretion, the NTTA may purchase from existing bids or issue bids for goods, supplies, and services which may be the same or similar to those identified in this bid, as is deemed in the best interest of the NTTA.

C. INVOICING

All invoices must agree with the purchase order in description and price and must include a Purchase Order Number and a Ship-to department name and address. If the invoice does not agree with the purchase order, credits or a correct invoice will be required in order for the Authority to process payment. Invoices that do not reference an authorized Purchase Order will be returned to the Vendor.

In order to ensure prompt payment, ALL ORIGINAL INVOICES MUST BE SENT TO:

North Texas Tollway Authority
Accounts Payable
Post Office Box 260729
5900 West Plano Parkway
Suite 100
Plano, TX 75093

D. THIRD-PARTY "REMIT-TO"

If a Proposer has a third-party "remit-to" company, that information must appear on the Proposer's submittal. NTTA will send payment to the company address designated on the Bid. However, the Authority will not be responsible for resolving payment issues should the Proposer change payment processing companies after a payment has been mailed or without 45-day written notification to the Purchasing and Accounting divisions of NTTA.

E. TAX EXEMPT AUTHORITY

All payments to be made by the Authority to the Vendor pursuant to the Contract are inclusive of federal, state, or other taxes, if any, however designated, levied, or based. The Authority is a tax-exempt entity under Sections 151.309, et seq., of the Texas Tax Code. Title to any consumable items purchased by the Vendor in performing the Contract will be deemed to have passed to the Authority at the time the Vendor takes possession or earlier, and such consumable items must immediately be marked, labeled, or physically identified as the property of the Authority, to the extent practical.

F. STATEMENT OF CONFIDENTIALITY

Proposer agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law. Proposers must submit

the “Confidentiality and Non-disclosure Statement, Attachment A and return it with their submittals in a section labeled “REQUIRED NTTA FORMS”.

G. LAWS AND REGULATIONS

All applicable State of Texas and federal laws, ordinances, licenses and regulations of a governmental body having jurisdiction will apply to the award throughout as the case may be, and are incorporated here by reference. Any contract executed based on a award of this RFB must stipulate that governing law will be Collin County, and the State of Texas.

H. INCURRING COSTS

All costs incurred in preparing the Bid, or costs incurred in any other manner by the respondent in responding to this Request for Bid, will be wholly the responsibility of the respondent. All materials, supporting materials, correspondence and documents submitted in response to this Request for Bid will become the property of NTTA and will not be returned.

I. CLARIFICATION

Respondent may be requested to provide additional information and/or clarify contents of their bid package. Other than information requested by the Authority, no proposer will be allowed to alter the bid or add new information after the final filing date.

J. HOLD HARMLESS AGREEMENT

Proposer agrees to protect, defend, indemnify and hold harmless NTTA and its DIRECTORS, OFFICERS, AGENTS and employees from any and all costs, claims, and damages of every kind and nature made, including attorneys’ fees, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Proposer, its employees, sub-contractors or any independent contractor working under the direction of either the Proposer or subcontractor in the preparation and submittal of the Bid submitted in response to this RFB.

K. CONFLICT OF INTEREST QUESTIONNAIRE AND CONFLICT OF INTEREST & DISCLOSURE AFFIDAVIT

A Conflict of Interest Questionnaire and Conflict of Interest and Disclosure Affidavit are attached as Attachment B, and incorporated herein for all purposes; both must be signed and returned with Respondent’s completed bid, additionally the affidavit must be notarized. These completed forms must be included in the section labeled “REQUIRED NTTA FORMS”.

L. EQUAL OPPORTUNITY

Each Proposer submitting a bid agrees not to refuse to hire, discharge, promote, demote, or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, sexual preference, gender identification, national origin, ancestry or physical handicap.

M. BUSINESS DIVERSITY POLICY INFORMATION

The Business Diversity information for this procurement can be found in Attachment C.

N. DISCLAIMER OF LIABILITY

The Authority will NOT hold harmless or indemnify any successful Proposer for any liability whatsoever.

O. INSURANCE

No insurance is required with submittal of this bid.

P. LICENSES/CERTIFICATES

NTTA reserves the right to require documentation that each Proposer is an established business and is abiding by the Ordinances, Regulations, and Laws of their community and the State of Texas.

If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this RFB, the Authority reserves the right to require you to provide documentation of your current license and/or certification before considering your bid and/or before awarding a contract.

Q. GENERAL

NTTA expressly reserves the right to reject any or all bids, in whole or in part; or to re-propose; and to make the award on merit and/or features of design, quality, delivery, and service as determined to be in the best interest of the Authority.

R. GUARANTEE

Proposer certifies by proposing, that he is fully aware of the conditions of service and purpose for which services included in this RFB are to be purchased, and that his offering will meet the requirements of service and purpose to the satisfaction of the NTTA and its Agent.

S. SAMPLE CONTRACT

The purchase order and bid submittal will serve as the contract.

T. INTERLOCAL AGREEMENTS

Any entity with an interlocal agreement with the NTTA that expresses interest in riding the contract that results from this bid may do so with written notification. The NTTA assumes no responsibility in the evaluation and award of any contract that results from this rider. If a vendor chooses to not allow the contract to be used by other government agencies via interlocal agreement, they should notify the NTTA in writing at the time of bid submission.

U. F.O.B. DESTINATION

Quote F.O.B. destination for all competitive bids/proposals.

V. PROCUREMENT PROTESTS

Any formal protest relating to this RFB or the contract award thereunder must be made in writing and submitted to the Director of Procurement Services no later than five (5) business days after the earlier of the (i) date the protestor was or reasonably should have been aware of the matter giving rise to the protest or (ii) the date the contract award was made by the NTTA Board of Directors. Any protest submitted outside this deadline will not be considered. Each protest must include the following:

1. The name and address of the protester, and the respondent it represents, if different;
2. The title and number of the RFB to identify the procurement in question;
3. A statement of the grounds for protest; and
4. All documentation supporting the protest

The Director of Procurement Services will review the information relevant to the protest and render a decision on the protest no later than twenty (20) business days after the bid protest was received. The decision will describe the action taken and the reasons for such action, and will be mailed, certified mail, return receipt requested, to the protestor at the address set forth in the bid protest.

The protesting party may appeal the decision of the Director of Procurement Services to the Executive Director. The appeal must be in writing and must be received in the Office of the Executive Director no later than five (5) business days after receipt of the decision of the Director of Procurement Services. The appeal must include the original protest, the decision of the Director of Procurement Services, all information contained in the original written protest, as well as any new information supporting the protest that was not reasonably available to the protester when the original protest was filed.

The Executive Director will render a written decision not later than thirty (30) business days after the appeal of the protest was received. The decision of the Executive Director will be mailed, certified mail, return receipt requested, to the protestor at the address set forth in the bid protest.

The protesting party may appeal the decision of the Executive Director to the Board of Directors. The appeal must be in writing and must be received in the Office of the Secretary for the Board of Directors no later than five (5) business days after receipt of notice of the Executive Director's decision. The appeal must include the original protest, the decision of the Director of Procurement Services, the decision of the Executive Director, the original protest, all information contained in the original written protest, as well as any newly discovered information supporting the protest that was not reasonably available to the protester when the original protest was filed.

The Board of Directors will review the information relevant to the appeal and will render a written decision within sixty (60) business days after the appeal of the protest was received. The

decision of the Board of Directors will be final. The final decision of the Board of Directors will be mailed, certified mail, return receipt requested, to the protestor at the address set forth in the bid protest.

Respondents understand and agree that in light of the NTTA's operational needs and customer service obligations, the filing of a protest or any legal action challenging any aspect of this RFB or the contract award thereunder will not prevent the NTTA from proceeding with the RFB process, a contract award thereunder or utilization of the goods or services requested through this RFB. To the fullest extent allowed by law, respondents waive any claim for injunctive relief pertaining to this RFB, the contract award or the commencement of services thereunder. By submitting a response to this RFB respondents unconditionally and irrevocably acknowledge that adequate remedies exist at law, without resort to injunctive or other equitable relief, to fully redress any potential claim against arising in connection with this RFB.

W. FORCE MAJEURE

The NTTA will not be liable for defaults or delays due to acts of God or the public enemy, acts or demands of any governmental agency, strikes, fires, floods, accidents, or other unforeseeable causes beyond its control and not due to its fault or negligence.

X. REVOLVING DOOR POLICY

The NTTA has adopted an Employee Ethics Policy that includes the following "revolving door" provision: "An employee after leaving NTTA employment will not participate on behalf of any third party in a matter involving the NTTA in which the employee participated while employed at the NTTA. For purposes of this subsection, an employee participated in a matter if the employee made a decision or recommendation on the matter, approved, disapproved or gave advice on the matter, conducted an investigation related to the matter, or took similar action related to the matter."

Absent express written approval from the NTTA, Contractor will not direct or allow a former NTTA employee to do any work on behalf of the Contractor that might put the former employee in violation of this provision.

Y. VENDOR POLICING OF EMPLOYEE ETHICS

The NTTA has adopted an Employee Ethics Policy, which, among other things, directs employees to avoid conflicts of interest or appearances of impropriety, comply with the law, and use NTTA property for only NTTA purposes. Contractor is expected to be a ware of these requirements and must promptly report to the NTTA any conduct by an employee that the Contractor reasonably believes may be in violation of the Policy.

IV. SPECIFICATION

The North Texas Tollway Authority is soliciting best value bids for an annual contract for outside printing services. The term of this contract will be for one year, with an option for NTTA to renew for four additional one year terms. This contract may be awarded by category or line item, and multiple vendors may be awarded. Vendors are not required to submit pricing on every item. However, grouped items such as Letterhead and Envelopes, or Padded Print items, may be awarded by group.

This is a best value bid, and the NTTA may consider the following criteria, listed in order of importance;

- Price
- References and/or Past Experience with NTTA
- Turnaround Time
- Samples provided (if required)

Bid Award/Pricing

Vendor/s being recommended for award may be required to submit a sample of the items prior to award at the NTTA's request (when providing a sample would typically be at a cost of less than \$25 to the vendor). If providing a sample is not feasible, the NTTA may require the vendor to provide a sample of like work that the vendor has previously done. All expenses associated with sample requests will be the responsibility of the vendor. All delivery and freight charges are FOB destination; unit cost provided on the cost proposal shall be inclusive of delivery/freight. Set-up charges must be included in the item unit cost provided on the cost proposal.

Usage

Due to the various requirements of each department, usage may vary. For bidding purposes, pricing shall be based on the estimated quantities on the cost proposal. The quantities should not be construed as a minimum or maximum, and there is no guarantee of usage. Purchase Orders will be required based on the actual requirements as needed by the various departments.

Artwork

The majority of the artwork will be provided by the NTTA. The vendor may be asked to provide these services in some instances, and will do so at a mutually agreeable price. Vendor will be required to have approved proofs and Purchase Orders from the NTTA prior to going to print. The proof approval process may be done by e-mail, fax, or actual samples as requested by NTTA. The NTTA will provide the vendor with NTTA logos as needed. Logos and NTTA artwork are to be used solely for NTTA requested print jobs.

NTTA Logo Standard

PMS 287c

PMS 349c

PMS 349c screened at 25%

PMS 1585c orange T logo

PMS 447c grey in Verdana font type for cards and letterhead

Packaging

Forms and printing shall be packaged in boxes or shall be shrink-wrapped as to prevent soiling or damage in transit or storage.

Overages

The NTTA will accept a +/- 5% variation in quantity, unless stated otherwise on the Purchase Order.

Non-Performing Bidders

The NTTA may cease business and revoke award with any bidder that does not perform as defined in the bid specification and/or the bidding instructions, or does not meet current quality standards of the NTTA. Any performance issues will be addressed with the vendor, and if no solution can be found, the NTTA may issue a cancellation notice to that vendor and the services may fall to the next lowest responsive bidder.

References

Vendor must provide a list of at least 3 references. The required references should be provided on the appropriate area below the cost proposal. The NTTA would prefer other governmental entities as references.

Press Check

The NTTA reserves the right to have an authorized NTTA representative visit the successful bidder's production floor to perform a press check when production of the forms commences to ensure quality level of the production process. If the awarded vendor is subcontracting work on a particular item, the NTTA may require the awarded vendor to perform a press check, or may require the awarded vendor to set up a press check for NTTA with the subcontractor.

Samples of Current Printing and Questions

Original samples will not be made available through the mail. Prior to the bid opening date, vendors that would like to view samples may contact Larry Hall, lhall@ntta.org or 214-224-2140, Geri Osinaike, gosinaike@ntta.org or 214-224-3011, or Sherry Watson, swatson@ntta.org or 214-224-3098 to view samples on site at NTTA, 5900 W. Plano Parkway, Suite 100, Plano, TX 75093. The NTTA has scheduled the following dates and time ranges for vendors to schedule appointments to view samples (viewing is not required to bid):

February 12, 2013	9:00am to Noon
February 15, 2013	9:00am to Noon, 2:00pm to 4:00pm
February 18, 2013	9:00am to Noon, 2:00pm to 4:00pm
February 19, 2013	9:00am to Noon, 2:00pm to 4:00pm

Questions should be submitted to Larry Hall, lhall@ntta.org, prior to 2-20-13, 4:00pm CST.

V. COST PROPOSAL

(Begins on Next Page)

Item	Envelopes and Letterhead	SIZE	Print Run Amount	Estimated No. Print Runs	Cost per Unit (each envelope or per sheet cost)	EXTENSION (print run amount times Cost per Unit)	Delivery in days after receipt of Purchase Order
1	Standard #10 Regular Envelope (non Security), NTTA 2 color logo (top left), 24# white wove	4 1/8 x 9 1/2	10,000	4			
2	Standard #10 Window Envelope (non-Security), NTTA 2 color logo (top left), 24# white wove	4 1/8 x 9 1/2	5,000	6			
3	Standard #10 Window Envelope-Security, NTTA 2 color logo (top left), 24# white wove	4 1/8 x 9 1/2	15,000	1			
4	Standard #10 Window Envelope-Security, Reverse Flap, NTTA black and white logo (top left), window size 1"x4", Position 1-6/16" Left, 1" Bottom, 1-3/4" Flap, split gum standard blue security tint in-sided, 24# white wove	4 1/8 x 9 1/2	10,000	1			
5	9 x 12 white catalog envelope (non security), peel and seal closure, one color black logo (top left)	9 x 12	5,000	1			
6	10 x 13 white catalog envelope (non security), peel and seal closure, one color black logo (top left)	10 x 13	5,000	1			
7	Letterhead 8.5" x 11", 70# Cougar Opaque, NTTA 2 color logo (top left)	8.5" x 11"	10,000	5			
8	NTTA Note Card, 5.45" x 4.21" folded down, 65# Classic Crest	5.45" x 4.21"	1,000	2			
9	NTTA Note Card Envelope, 5.75" x 4.375", 24# white wove	5.75" x 4.375"	1,000	2			
10	NTTA Folder with pockets, 9" x 12" closed, 100# Astrolite Cover brilliant white, 2 color front NTTA Logo, 2 Color Back NTTA Address	9" x 12"	1,000	1			

Item	Specialty Print Items	SIZE	Print Run Amount	Estimated No. Print Runs	Cost per Unit (each envelope or per sheet cost)	EXTENSION (print run amount times Cost per Unit)	Delivery in days after receipt of Purchase Order
11	Insert Card (NTTA Velcro Insert Card), 6/6, CMYK (full bleeds) + PMS 1585 + overall gloss aqueous throughout, 120# McCoy Gloss Cover	3" x 8"	5,000	6			
12	TollTag Individual Application, Finished Size 4.25" x 9.25", Flat Size 9.25" x 19.125", Opaque, color both sides	9.25" x 19.125"	40,000	2			
13	TollTag Individual Application (Spanish), Finished Size 4.25" x 9.25", Flat Size 9.25" x 19.125", Opaque, color both sides	9.25" x 19.125"	20,000	2			
14	Booklet, stapled in the fold (Cooperative Inclusion Plan Resource Guide booklet), 5.5" x 8.5", 28 pages or 7 folded 8.5" x 11" sheets, 2 sided, 4/4, 100# gloss text	5.5" x 8.5"	1,000	1			
15	NTTA Road Program flyer, 2 sided, 4/4, 80# gloss text, delivered flat, no special binding, 8" x 8.5" , folded	8" x 8.5"	1,000	1			
16	NTTA Z Card Tollway Map, 48 panels 3.125 x 4.58, and covers front and back 3.5 x 5, folded to 48 panels plus cover, 60# silk text for map and 100# finch fine cover for front and back covers, tollway map printed on silk paper and spot uv coating on map, cover is 4 process 1 side only, text map is 4 process plus spot UV coating/same as front	13.75" x 25"	20,000	1			
17	Customer Comment Card, 8.5" x 5.5", center fold and perforated, printed both sides, one side black and white, one side 3 color, 80# Cover	8.5" x 5.5"	10,000	2			

Item	Specialty Print Items	SIZE	Print Run Amount	Estimated No. Print Runs	Cost per Unit (each envelope or per sheet cost)	EXTENSION (print run amount times Cost per Unit)	Delivery in days after receipt of Purchase Order
18	Accident Pamphlet, 8.5" x 11" gloss paper, printed front back, landscape tri-fold, 2 color/5 color	8.5" x 11"	500	1			
19	Wrecker Service and Storage Fees, Card Stock 80# gloss cover, 4" x 6", printed front and back, black print only	4" x 6"	2,500	1			
20	Starter Kits-to include Kit Folder + Booklet + Installation Instructions, Kit Folder Spec: 5.5" x 5.5" (Converted), 10.625" x 17.5" (Flat), 12pt C2S, 5/0: CMYK + flood gloss UV Coating, Die Cut & convert to 5.5" x 5.5" final size (see sample for diagram of die cut and converting instructions); Booklet-24 pg Self-Cover Booklet, 4.5" x 4.75" (Stitched), 4.5" x 9.5" (flat), 80# gloss book, 5/5: CMYK (full bleeds) + overall gloss aqueous, Fold, stitch & trim, insert into kit folder; Installation Instructions booklet-4.5" x 5.25" (folded), 9" x 10.5" (flat), 5/5: CMYK (full bleeds) + overall gloss aqueous, 80# gloss book, trim and fold to 4.5" x 5.25" final size, Insert into Kit Folder	3 Part	330,000	2			
21	Self Seal Envelopes for Starter Kits, 6" x 9.5" OSSS 1-5/8" Contour Flap, latex seal, Prints black ink (face, flap and back) flexo 24# certified white wove	6" x 9.5"	487,000	1			
22	Brochures, 17" x 11" folds to 8 1/2 x 11" stitched, Cover prints 4/4 Process, no bleeds on 80# gloss one side. 8 sheets same size on 60# accent opaque text black/white 2 sided	17" x 11"	250	1			
23	Brochures, 22.75" x 12" flat, folds to 5.75" x 6", Prints 4/4 Process, no bleeds on 60# white matte text	22.75" x 12"	5,000	4			

Item	Specialty Print Items	SIZE	Print Run Amount	Estimated No. Print Runs	Cost per Unit (each envelope or per sheet cost)	EXTENSION (print run amount times Cost per Unit)	Delivery in days after receipt of Purchase Order
24	Integrated form/Label combination, 8.5" x 11" portrait, 24# white MICR bond laser compatible, ink is black, PMS 349, PMS 287 and PMS 172/0, integrated label 3.5" x 2" top right corner, integrated label is created from 24# bond carrier die cut with a 2.1 mil Coated lay-flat liner with permanent acrylic adhesive-the liner can be press printed or with a laser printer	8.5" x 11"	150,000	4			
Item	Padded Print Items	SIZE	Print Run Amount	Estimated No. Print Runs	Cost per Unit (each envelope or per sheet cost)	EXTENSION (print run amount times Cost per Unit)	Delivery in days after receipt of Purchase Order
25	RCS Daily Incident Log/IT Incident Sheets, 8.5" x 11" Landscape, regular bond paper, padded at top-50 sheets per pad, black print only	8.5" x 11"	200 pads of 50 sheets	1			
26	RCS Vehicle checklist, 8.5" x 11" portrait, regular bond paper, black print only, padded top-50 sheets per pad	8.5" x 11"	200 pad of 50 sheets	1			
27	RCS Assumed Risk form English, 8.5" x 11" portrait, regular bond paper, black print only, 2 sided, padded at top-100 sheets per pad	8.5" x 11"	100 pads of 100 sheets	1			
28	RCS Assumed Risk form Spanish, 8.5" x 11" portrait, regular bond paper, black print only, 2 sided, padded at top-100 sheets per pad	8.5" x 11"	25 pads of 100 sheets	1			

Item	Padded Print Items	SIZE	Print Run Amount	Estimated No. Print Runs	Cost per Unit (each envelope or per sheet cost)	EXTENSION (print run amount times Cost per Unit)	Delivery in days after receipt of Purchase Order
29	Command Center Activity Log, 8.5" x 11", regular bond paper, black ink only, shaded boxes, padded at top-100 sheets per pad	8.5" x 11"	50 pads of 100 sheets	2			
30	Command Center Station Activity Log, 8.5" x 11" Landscape, regular bond paper, black print, padded at top-100 sheets per pad	8.5" x 11"	5 pads of 100 sheets	4			
31	Command Center Accident Response Time, 8.5" x 11", landscape, regular bond paper, black print, padded at top-100 sheets per pad	8.5" x 11"	5 pads of 100 sheets	1			
32	Abandoned/Stored/Recovered Vehicle Form, 8.5" x 11", portrait, regular bond, black print with shaded boxes, padded at top-50 sheets per pad	8.5" x 11"	30 pads of 50 sheets	1			
33	Employee Request Form, 8.5" x 11", portrait, regular bond paper, black print, padded at top, 50 sheets per pad	8.5" x 11"	20 pads of 50 sheets	1			
34	Warrant/Recovered Property, 8.5" x 11" portrait, regular bond paper, black print, padded at top, 50 sheets per pad	8.5" x 11"	40 pad of 50 sheets	1			
35	Generic Pad Sheets, 8.5" x 11" Landscape, regular bond paper, padded at top-50 sheets per pad, black print only	8.5" x 11"	1 pad of 50 sheets	10			
36	Generic Pad Sheets, 8.5" x 11" Landscape, regular bond paper, padded at top-100 sheets per pad, black print only	8.5" x 11"	1 pad of 100 sheets	10			

References: Provide the names and contact person(s) of your firms three (3) most relevant references for which your firm has provided services comparable to the services described herein over the past three (3) years. At a minimum, the following information should be included for each reference:

- a. Name, address and contact information of references, including email address (reference should be the appropriate staff member that was a contact to your company)
- b. Description and type of work, types of print items provided, length of service relationship, contracts, etc.
- c. Explanation of perceived relevance of the experience to the RFP.

Vendor Information Page

Please Print or Type

FIRM'S NAME: _____

FIRM'S PHYSICAL ADDRESS: _____

CITY/STATE/ZIP: _____

FIRM'S MAILING ADDRESS: _____

CITY/STATE/ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

TAXPAYER IDENTIFICATION NUMBER: _____

The undersigned affirms that he or she is authorized to submit the firm's response to this RFB and execute a contract between the firm and the North Texas Tollway Authority. The undersigned further affirms that all of the statements and representations made in the response were made based on reasonable inquiry and are complete and accurate to the best of the knowledge of the undersigned. The NTTA reserves the right to reject any response found to contain false, misleading or inaccurate information. By signing and submitting this response the firm certifies that it understands the terms and conditions of this RFB and that it agrees with such terms and conditions except those to which it specifically objects in writing.

FIRM'S AUTHORIZED AGENT

AUTHORIZED AGENT'S SIGNATURE

TITLE

Acknowledgement of Addendum (please initial for each addendum)

Addendum #1	Addendum#2	Addendum #3	Addendum #4	Addendum #5

ATTACHMENT A

CONFIDENTIALITY AND NON-DISCLOSURE STATEMENT

Respondent agrees that it will not disclose to any unauthorized person, association, firm, corporation or other party any proprietary or confidential information relating to the Authority. The Confidential Information includes all information directly or indirectly furnished, obtained or acquired directly, indirectly or by inference in the course of providing services to the NTTA, or other information that the receiving Party should reasonably know is of a confidential nature. Confidential Information includes, but is not limited to, security operations, equipment, measures, plans, policies, procedures or devices, intellectual property, ideas, inventions, processes, know-how, techniques, business methods, financial data and information, accounting and control procedures, information or data concerning the parties' products, services, policies, violation enforcement system, patrons, Toll-Tag customers, personnel and any other aspect of its operation and the like, whether such information is tangible or intangible, or transferred, maintained or obtained orally, visually, electronically or by any other means.

Respondent confirms that such information constitutes the exclusive property of the Authority. All confidential and proprietary information will be held in strict confidence. Respondent will protect the confidentiality of all related records, data and information, with the same degree of care given toward the protection of Respondent's confidential information. Respondent agrees to be responsible for the negligent or willful release or unauthorized use of the Confidential Information by its employees, agents, representatives, affiliates, subcontractors, contractors, or any other third party which will gain access to Confidential Information via Respondent, its employees, agents, representatives, affiliates, subcontractors or contractors that results in any damages to the NTTA, including loss to persons, property and revenues.

Respondent agrees that this Non-disclosure and Confidentiality Agreement is important and material to the RFQ process and subsequent contract award, and disclosure of said confidential and proprietary information would significantly affect the successful conduct of the business of the Authority, as well as its reputation and goodwill. Any breach of the terms of this Agreement is a material breach, from which Respondent may be enjoined and for which the Respondent also must pay to the NTTA all damages which arise from said breach. Respondent understands and acknowledges that its responsibilities under this Agreement will continue in full force and effect after the award of the contract for an independent performance review services and after termination of Respondents contractual relationship with the Authority ends for any reason.

IN WITNESS THEREOF, executed this _____ day of _____, 2013.

RESPONDENT:

(Signature)

Name/Title: _____

Company Name: _____

ATTACHMENT B

CONFLICT OF INTEREST QUESTIONNAIRE For vendor or other person doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>	OFFICE USE ONLY Date Received	
1 Name of person who has a business relationship with local governmental entity.		
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
3 Name of local government officer with whom filer has employment or business relationship.		
_____ Name of Officer		
This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.		
A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?		
<input type="checkbox"/> Yes <input type="checkbox"/> No		
D. Describe each employment or business relationship with the local government officer named in this section.		
4		
_____ Signature of person doing business with the governmental entity		_____ Date

Adopted 06/29/2007

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session

OFFICE USE ONLY

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a governmental entity and the person meets requirements under Section 176.006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.001, Local Government Code. An offense under this section is a Class C misdemeanor.

This should include the vendor name even if a conflict does not exist, by both vendors doing business with the NTTA, and seeking to do business with the NTTA.

1 Name of person who has a business relationship with local governmental entity.

Name of Vendor or person seeking business with NTTA

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Insert conflict here, or state NA

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

Complete A-C if a conflict exists

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

Identify relationship if applicable

4 Signature Required

Signature of person doing business with the governmental entity

Date

Date

Adopted 06/29/2007

AFFIDAVIT CONFLICT OF INTEREST AND DISCLOSURE STATEMENT

Project:	Outside Printing
RFB number:	RFB 03590-NTT-00-GS-FI

THE STATE OF TEXAS §

§

COUNTY OF _____ §

Before me, the undersigned, on this day personally appeared _____ who, being by me duly sworn, upon oath says: that he/she is duly qualified and authorized to make this affidavit for and on behalf of _____ (“Contractor”) and is fully cognizant of the facts herein set out; that Contractor covenants and agrees that Contractor’s officers, employees, agents or board members have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract; and that Contractor’s officers, employees, agents, or board members have not and will neither solicit nor accept gifts, gratuities, favors or anything of monetary value from the Authority, employees, board members, agents, and representatives other than that which is the required compensation for services rendered or to be rendered pursuant to Contract.

Contractor’s acknowledges that one or more of the items listed below are applicable to Contractor officers, its employee(s) agents or board member. Please check all that apply.

[] I have no business or familial relationship with a board member, employee, consultant or agent of the Authority, one of its member counties or another toll agency.

[] I have a business relationship with a board member, employee, consultant or agent of the Authority, one of its member counties or another toll agency which is as follows:

[] I have a familial relationship with a board member, employee, consultant or agent of the Authority, one of its member counties or another toll agency which is as follows:

[] I have other interest in the Authority which is as follows:

By signature of this Agreement, Contractor acknowledges to the Authority that Contractor has made full disclosure of any existing conflicts of interest and that Contractor will disclose any potential conflicts of interest, including personal financial or real property interests, direct or indirect, which develop after signature of the contract and prior to completion of the contract.

Signature

Name

Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said _____ this

_____ day of _____, 2013, to certify which witness my hand and seal of office.

Notary Public in and for

My Commission Expires: _____

Please Print Name of Notary _____

NTTA SUPPLEMENT TO CONFLICT OF INTEREST QUESTIONNAIRE

SECTION I: INSTRUCTIONS

Please complete and submit the NTTA Supplement to Conflict of Interest Questionnaire below. This requirement also applies to any proposed sub consultant(s). Failure to comply with this requirement may cause your bid to be declared nonresponsive.

In order to answer the questions contained in this form, please review NTTA's Conflict of Interest provisions, the list of the NTTA's Board of Directors and member counties. Any questions regarding the information required to be disclosed in this form should be directed to Kimberly Tolbert, Assistant Executive Director of Administration.

Name of Firm: _____

Name of Preparer: _____

Date: _____

SECTION II: QUESTIONS

1. During the last twenty-four (24) months, has your firm provided a source of income to a director, officer or employee of the NTTA, one of its member counties or other toll agency, or have any director, officer or employee, of the NTTA held any financial interest in your firm (including real property)?

YES NO

If "yes," please list the names of the person(s) and the nature of the financial interest:

Name:

Nature of Financial Interest:

2. Have you or any members of your firm served as a director, officer or employee of the NTTA within the last twelve (12) months?

YES NO

If "yes," please list name, position, and dates of service:

Name:

Position:

Dates of Service:

3. Are you or any of the owners, partners or officers of your firm or any employee who you anticipate working on this contract related by blood or marriage/domestic partnership to a director, officer or employee of the NTTA?

YES **NO**

If "yes," please list name and the nature of the relationship:

Name:

Relationship:

4. Does any director, officer or employee of the NTTA hold a position at your firm as a director, officer, partner, trustee, employee, or any position of management?

YES **NO**

If "yes," please list name and the nature of the relationship:

Name:

Relationship:

SECTION III: VALIDATION STATEMENT

This Validation Statement must be completed and signed by at least one General Partner, Owner, Principal, or Officer authorized to legally commit the proposer.

DECLARATION

I, (printed full name) _____, hereby declare that I am the (position or title) _____ of (firm name) _____, and that I am duly authorized to execute this Validation Statement on behalf of this entity. I hereby state that this NTTA Conflict of Interest Form dated _____ is correct and current as submitted. I acknowledge that any false, deceptive, or fraudulent statements on this Validation Statement will result in rejection of my contract bid.

Signature of Proposer
(original required)

Date

NOTICE

A material false statement, omission, or fraudulent inducement made in connection with this NTTA Conflict of Interest Form is sufficient cause for rejection of the contract bid or revocation of a prior contract award.

ATTACHMENT C

BUSINESS DIVERSITY PROGRAM

NORTH TEXAS TOLLWAY AUTHORITY “DISADVANTAGED, MINORITY, WOMEN-OWNED, AND SMALL BUSINESS ENTERPRISE PROGRAM”

Professional Services, Consulting and Goods/Services Contracts, and Special Provision for Construction and Maintenance related projects

1. General

The North Texas Tollway Authority (the Authority) is committed to providing contracting opportunities for disadvantaged, minority, women-owned, and small business enterprises (D/M/WBE). In this regard, the Authority maintains DBE, M/WBE, and SBE programs in order to facilitate contracting opportunities for these businesses.

The programs are implemented in accordance with the NTTA’s Disadvantage, Minority, Women-Owned and Small Business Enterprises Policy (Diversity Policy), originally adopted by the NTTA Board of Directors under Resolution No. 10-19 on January 20, 2010, and any revisions thereafter.

The following document outlines:

- Criteria regarding commercially useful function
- Factors to determine good faith efforts
- Contractor responsibilities
- Monthly reporting and compliance requirements
- Noncompliance enforcement

The Business Diversity Department Contracting and Compliance Manual (CCM) outlines the procedures, provisions and compliance requirements to support and comply with the Authority’s Diversity Policy. The CCM is approved and incorporated into the contract by reference for all purposes by the Authority.

The CCM and the Diversity Policy may be obtained online at the NTTA website at <https://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx> or by contacting the Business Diversity Department at (214) 461-2007.

2. Commercially useful function criteria

A commercially useful function (CUF) is when the D/M/WBE is responsible for the performance, management and supervision of a distinct element of work, in accordance with normal industry practice. The criteria utilized to determine a commercially useful function is set forth in the CCM (page 18).

3. Factors to determine good faith efforts

All prime contractors are required to demonstrate a good faith effort toward achieving a D/M/WBE goal. A good faith effort can be demonstrated by actions which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to, either individually or collectively, achieve the goal.

If a prime contractor does not meet the designated goal, it may nevertheless be eligible for award of the contract if it can demonstrate to the NTTA that it has made a good faith effort to meet the goal. The factors that determine if a good faith effort has been met are set forth in the CCM (page 23).

4. Contractor's responsibilities

All responding firms, including D/M/WBE certified firms, must submit documentation regarding all subcontractor utilization and how they will meet or exceed the established goal using certified D/M/WBE firms for this project on the Commitment Agreement Form (Form 4906) provided.

Commitment Agreement Form (Form 4906), good faith effort documentation and supporting information must be submitted to the Business Diversity Department for all contracting opportunities in accordance to the CCM. Form 4906 must be submitted to the Authority with the proposal.

Information for construction and maintenance related projects

For all construction and maintenance related projects, Form 4906 must be submitted to the Authority no later than 5:00 pm on the 14th day after written notification of the conditional award of the contract.

Additional questions and/or clarification can be obtained by contacting the Director of Business Diversity at businessdiversity@ntta.org. Please copy the Procurement Services Department at bidpurchasing@ntta.org on all correspondence. Form 4906 must include a brief description of the type of work to be performed and the dollar value or percentage of utilization of work that will be assigned to the subcontractors including D/M/WBEs and must be signed by both the prime contractor and subcontractor.

All compliance forms may be obtained online at the NTTA website at <https://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx>

5. Monthly reporting and compliance requirements

Prime contractors must submit monthly reports, no later than the 15th of each month, using the Monthly Subcontractor Progress Report (Form 4907) throughout the term of the contract, and submit the Subcontractor Final Report (Form 4908) upon completion of the Contract in accordance with the CCM.

Prime contractors are also required to electronically submit their respective Form 4907 information into the business diversity contract compliance tracking system by the 15th of each month. Prime contractors will have a designated User ID & password to login to the contract compliance tracking system via the following link: <https://pro.prismcompliance.com>

6. Noncompliance enforcement

All participants of the D/M/WBE business process must comply with the requirements set forth in the Diversity Policy and are subject to noncompliance enforcement as set forth in the Non Compliance Enforcement section of the CCM.

**NORTH TEXAS TOLLWAY AUTHORITY
“D/M/WBE GOAL”**

Contract No: 03590-NTT-00-GS-FI

Project: Outside Printing

The following goal is established for DBE, MBE, and WBE subcontractor participation:

DBE _____% of total contract amount

M/WBE _____% of total contract amount

Total D/M/WBE Goal amount _____ **25**** % of total contract

** Due to the nature of this procurement, Commitment Agreement Form (4906), good faith effort (GFE) documentation and supporting information will **not** be required with your response. Firms selected to do work the NTTA are expected to comply with the 25% approved goal and the Business Diversity Department’s Contracting & Compliance Manual.

Pursuant to the Authority’s Disadvantaged, Minority, Women-Owned and Small Business Enterprises Policy, and as outlined in the “Business Diversity Department Contractors Compliance Handbook”, SBE utilization will continue to be tracked, reported, and monitored in its procurements. However, SBE participation will be counted independent of D/M/WBE participation goal and tracked separately. Women-owned minority firms certified as WBEs will count towards NTTA’s MBE participation. Minority firms certified as DBEs will count towards NTTA’s DBE participation.

DBE = Disadvantaged Business Enterprise
MBE = Minority Business Enterprise
WBE = Women-Owned Business Enterprise
SBE = Small Business Enterprise

NORTH TEXAS TOLLWAY AUTHORITY
SPECIAL PROVISION
IMPORTANT NOTICE TO CONTRACTORS
“NTTA BUSINESS DIVERSITY PRISM CONTRACT COMPLIANCE
TRACKING SOFTWARE”

1. Introduction

The NTTA PRISM contract compliance software (NTTA PRISM system) is the Authority’s web-based computer system that tracks the monthly subcontractor payment reporting for NTTA contracts.

As outlined in the NTTA Business Diversity Department Contracting and Compliance Manual (CCM), if a contract includes a D/M/WBE subcontracting commitment, the prime contractor will submit a Monthly Subcontractor Progress Report (Form 4907) to the Business Diversity Department (BDD). Form 4907 reflects actual payments made for the specific month indicated. Information provided on Form 4907 is utilized to monitor and track the percentage of work performed by all subcontractors and to confirm whether the contract-specific goal established is fulfilled.

When fully implemented, the NTTA PRISM system is intended to replace the current manual subcontractor payment reporting with a more efficient online reporting process.

2. Contractor’s Obligations

The Contractor will utilize the NTTA PRISM system for monthly subcontractor payment reporting and other reporting compliance as outlined in the CCM. Contractors will have a designated User ID and password to login to the NTTA PRISM system and may access the NTTA PRISM system over the internet 24 hours a day, seven days a week via the following link:

<https://pro.prismcompliance.com>

The NTTA PRISM system is an official record of communications between the Contractor and the NTTA Business Diversity Department. Information provided in the NTTA PRISM system is utilized to monitor and track the percentage of work performed by all subcontractors and to confirm whether the contract-specific goal established is fulfilled.

The Contractor must understand the procedures listed in the Pre-Award and Post-Award Compliance sections of the CCM which can be found at the NTTA website at <https://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx>.

Within 14 days after the Contract is awarded, the Contractor will submit a list containing the name, company, role/title, telephone number, and e-mail address of individuals who will attend the training sessions for the use of the NTTA PRISM system. Training will be provided by the Authority at no cost. All the NTTA PRISM system users must complete the training prior to receiving access to the NTTA PRISM system; no exceptions will be granted. The Contractor will agree to comply with all terms and conditions associated with its use of the NTTA PRISM system. At any time during the contract, the Contractor may request for additional NTTA PRISM system training as a refresher course for existing NTTA PRISM system users or to add new individuals who will require use of the NTTA PRISM system.

3. Equipment

The Contractor will obtain the necessary computer equipment, at its own expense, to access the NTTA PRISM system. Please refer to the General Notes in the plan set regarding the list of computer equipment and software required for this project to meet the requirements set forth in the in the Special Provision 0.19, "Importance Notice to Contractors – NTTA Enterprise Project Delivery System", if applicable. This same list of computer equipment and software required will suffice for the NTTA PRISM system.

The Contractor will be able to access the NTTA PRISM system via the internet from any location 24 hours a day using their designated user id and password via the following link: <https://pro.prismcompliance.com>. In the event that the NTTA PRISM system becomes inoperable or unavailable to the Contractor, the Contractor will contact the Business Diversity Department to have the software repaired and for directions of processing required documentation until the NTTA PRISM system is operational. Once the NTTA PRISM system is in operation again, the Contractor will upload the required documentation through the NTTA PRISM system.

4. Documentation

The Contractor must understand the procedures listed in the Pre-Award and Post-Award Compliance sections of the CCM and submit all required documentation.

5. Noncompliance

The Contractor must understand and be required to comply with the procedures listed in the Pre-Award and Post-Award Compliance sections of the CCM which can be found at the NTTA at <https://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx>.

6. Measurement and Payment

The work performed, materials furnished, equipment, labor, tools, and incidentals required for compliance with this special provision will not be measured or paid for directly, but will be subsidiary to the various bid Items.

BUSINESS DIVERSITY REPORTING FORMS

FORM 4906

FORM 4907

FORM 4908



**NORTH TEXAS TOLLWAY AUTHORITY
MONTHLY SUBCONTRACTOR PROGRESS REPORT**

Contract No.:	number	County:	Name
SA/WA/ETC#:	number	Reporting Period (M/D/Yr to M/D/Yr)	date to date
Contractor:	Name	Original Contract Amount:	\$ -
D/M/WBE Goal:	0.00%	Current Contract Amount:	\$ -
D/M/WBE Goal Attained to Date:	0.0%	D/M/WBE Goal Dollars:	\$ -
		Current Year to date D/M/WBE Dollars paid (Beginning January 1st - December 31st)	\$ -

Name of Subcontractor/Supplier	Type of Work/Service performed	Amount Paid This Period to Subcontractor	Amount Paid To Date to Subcontractor
D/M/WBE Certified Firms:			
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
D/M/WBE Firm Totals:		\$ -	\$ -
SBE Firms:			
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
SBE Firm Totals:		\$ -	\$ -
Non-Minority Firms:			
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
		\$ -	\$ -
Non-Minority Firm Totals:		\$ -	\$ -

Include payments to all certified DBEs, WBEs, MBEs, SBE's and all Non-Minority firms during the period noted above.

If using a non-minority hauling firm that leases from D/M/WBE truck owner-operators, payments made to each owner-operator must be reported.

Any changes to the original commitments previously approved by the department must be reported to the NTTA's stakeholder and the Business Diversity Department.

For projects with assigned D/M/WBE Goals, submission of this report for periods of negative D/M/WBE activity is required. This report is required until all subcontracting or material supply activity is completed. ***This report must be submitted to the NTTA or Construction Manager each month with your monthly invoices.***

I hereby certify that the above is a true and correct statement of the amounts paid to all the firms listed above.

Signature: _____

Authorized Company Official

Date

The NTTA maintains the information collected through this form. With few exceptions, upon request you may be informed of the information that is collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you are permitted to receive and review the information. Under Section 559.004 of the Texas Government Code, you are also permitted to have the NTTA correct information about you that it is incorrect.



**NORTH TEXAS TOLLWAY AUTHORITY
SUBCONTRACTOR FINAL REPORT**

Form NTTA 4908

Contract No.:	number	Original Contract Amount:	\$ -
SA/WA/ETC#:	number	Final Contract Amount:	\$ -
Contractor:	Name	D/M/WBE Goal Amount:	\$ -
D/M/WBE Goal:	0.00%	Goal Amount Attained to Date:	\$ -

Name of Subcontractor/Supplier	SBE, DBE, MBE, WBE, Non-Minority	Final Amount Paid To Subcontractor to Date
D/M/WBE Certified Firms:		
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
	Total:	\$ -
SBE Firms:		
		\$ -
		\$ -
		\$ -
		\$ -
	Total:	\$ -
Non-Minority Firms:		
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
		\$ -
	Total:	\$ -

* Include payments to all **NON-MINORITY** and certified DBEs, WBEs, MBEs and SBEs.
 This is to certify that **0.0%** of the work was completed by D/M/WBE firms, as stated above.
 IF THE GOAL WAS NOT ATTAINED, THEN ATTACH DOCUMENTATION THAT EXPLAINS THE REASONING.

Signature of General Contractor: _____ Date: _____

AFFIX NOTARY STAMP/SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.

Signature of Notary Public: _____ Printed Name of Notary Public: _____

The NTTA maintains the information collected through this form. With few exceptions, upon request you may be informed of the information that is collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you are permitted to receive and review the information. Under Section 559.004 of the Texas Government Code, you are also permitted to have the NTTA correct information about you that it is incorrect.



GOOD FAITH EFFORT FORM

If you have failed to secure D/M/WBE participation and you have subcontracting and/or supplier opportunities or if you're D/M/WBE participation is less than the NTTA's project goal, you **must** complete this form.

Prime Company Name (please print):	NTTA Contract Number:
	NTTA Contract Goal: _____ %
Check applicable response to describe prime:	D/M/WBE:
	(yes ___) Certifying Entity: _____ (no ___)

If the bidder's method of compliance with the D/M/WBE goal is based upon demonstration of a "good faith effort", the bidder will have the burden of correctly and accurately preparing and submitting the documentation required by the NTTA. Compliance with items 1 through 6 as it appears on the Good Faith Effort Form, in its entirety shall satisfy the good faith effort requirement upon verification from Business Diversity staff and confirmation of no counterfeit information, intentional and/or knowing misrepresentation of facts or intentional discrimination by the contractor.

Failure to complete this form, in its entirety with supporting documentation, and received by the Business Diversity Department, will result in the bid being considered non-responsive to bid specifications. Please list each and every subcontracting and/or supplier opportunity for the completion of this project, regardless of whether it is to be provided by a D/M/WBE or non-D/M/W/SBE. (DO NOT LIST NAMES OF FIRMS).

- Please list each and every (subcontracting and/or supplier opportunity) for the completion of this project, regardless of whether it is to be provided by a D/M/WBE or non D/M/WBE (DO NOT LIST NAMES OF FIRMS). **List opportunities only.**
(Use additional sheets, if necessary)

List of Subcontracting Opportunities:	List of Supplier Opportunities:

2. Did you obtain a current (**not more than 60 days old from the initial response to the NTTA's solicitation due date**) list of D/M/WBE subcontracts and/or suppliers from the NTTA's Business Diversity Department?

(yes ___) (no ___)

D/M/WBE listing request date to the NTTA's Business Diversity Department: _____ / _____ /20 _____

3. Did you solicit bids from D/M/WBE firms, within the subcontracting and/or supplier areas previously listed by mail?

(yes ___) (no ___)

Attach the D/M/WBE mail listing including a dated copy of the letter mailed, or email correspondence showing proof of solicitation to D/M/WBE firms. **If you did not fulfill, please write the following statement: "I did not comply"**

-
4. Did you solicit bids from D/M/WBE firms within the subcontracting and/or supplier areas previously listed by telephone?

(yes ___) (no ___)

Attach D/M/WBE contact list to include: D/M/WBE firm, person contacted, telephone number, date and time of contact. **If you did not fulfill, please write the following statement: "I did not comply"**

NOTE: A facsimile may be used to comply with either 3 or 4 but may **not** be used for both. If a facsimile is used, attach the fax confirmation, which is to provide: D/M/WBE name, date, time, fax number and documentation faxed.

NOTE: If the list of D/M/WBE firms for a particular subcontracting/supplier opportunity is ten (10) or less, the contractor must contact the entire list to be in compliance with item 3 and 4. If the list of D/M/WBE firms for a particular subcontracting/supplier opportunity is ten (10) or more, the contractor must contact at least two-thirds (2/3) of the list within such area of opportunity, but not less than ten to be in compliance with items 3 and 4.

5. Did you provide plans and specifications to potential D/M/WBE firms or information regarding the location of plans and specifications in order to assist the D/M/WBE firms?

(yes ___) (no ___)

6. Submit documentation if D/M/WBE firms were rejected. The documentation submitted should be in the form of an affidavit, include a detailed explanation of why the D/M/WBE firms were rejected and any supporting documentation the contractor wishes to be considered by the NTTA. In the event of an actual dispute concerning quotes, the contractor will provide for confidential access to and inspection of any relevant documentation by NTTA Legal personnel. **(Please use additional sheets, if necessary and attach)**

Company Name	Telephone	Contact Person	Scope of Work	Reason for Rejection

ADDITIONAL INFORMATION:

Please provide additional information you feel will further explain your good and honest efforts to obtain D/M/WBE participation on this project.

The bidder further agrees to provide, directly to the NTTA upon request, complete and accurate information regarding actual work performed on this contract, the payment thereof and any proposed changes to the original arrangements submitted with this bid. The bidder also agrees to allow an audit and/or examination of any books, records and files held by their company that will substantiate the actual work performed on this contract, by an authorized NTTA employee.

Any intentional and/or knowing misrepresentation of facts will be grounds for terminating the contract or debarment from NTTA work for a period of not less than three (3) years and for initiating action under laws concerning false statements. Any breach of contract may result in a determination of an irresponsible offeror and barred from participating in NTTA work for a period of time not less than one (1) year.

The undersigned certifies that the information provided and the listed was/were contacted in good faith. It is understood that any D/M/WBE firms listed on the Good Faith Effort Form will be contacted and the reasons for not using them will be verified by the NTTA's Business Diversity Department.

Authorized Signature:	Printed Signature:
Title:	Contact Name and Title (if different):
Company Name:	Phone Number:
Street Address:	Email Address:
City/County/State and Zip Code	Date: _____ , _____ 20 ____
Business Diversity Director Authorized Signature:	Date: _____ , _____ 20 ____

The NTTA maintains the information collected through this form. With few exceptions, upon request you may be informed of the information that is collected about you. Under Sections 552.021 and 552.023 of the Texas Government Code, you are permitted to receive and review the information. Under Section 559.004 of the Texas Government Code, you are also permitted to have the NTTA correct information about you that it is incorrect.

To ensure prompt and efficient handling of your project file, we are requesting that all commitments be presented to the NTTA's stakeholder using this form.