



*NORTH TEXAS TOLLWAY AUTHORITY*

**NORTH TEXAS TOLLWAY AUTHORITY  
03396-NTT-00-GS-MA  
AUTOMOTIVE PAINT AND BODY SERVICES**

**BIDS DUE:**

**May 14, 2012 @ 2:00 PM CDT**

**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 Form
- Confidentiality and Non-Disclosure Statement-Attachment A
- Conflict of Interest Questionnaire, Affidavit and Supplement to Conflict of Interest Questionnaire-Attachment B
- Bid Form -Attachment D
- Addenda acknowledgements, if applicable (the signed acknowledgement form must be included in the response to the RFB)

Questions about the RFB should be directed via e-mail to Mr. Felix Alvarez, NTTA Director of Procurement Services, at [bidpurchasing@ntta.org](mailto:bidpurchasing@ntta.org) no later than May 3, 2012 @ 4:00pm 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)  
Victor T. Vandergriff (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](http://www.ntta.org).

### B. INTENT

The purpose of this solicitation is to solicit bids for Automotive Paint and Body Services.

Sealed bids marked 03396-NTT-00-GS-MA Automotive Paint and Body 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 May 14, 2012 at 2:00 PM CDT. 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	April 20, 2012
	April 27, 2012
Deadline for submitting questions	May 3, 2012 4:00pm CST
Bids Due	May 14, 2012 2:00pm CST

Questions concerning the RFB are due in writing via e-mail to the Director of Procurement Services at [bidpurchasing@ntta.org](mailto:bidpurchasing@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 hard copy and two (2) additional 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

The respondent should clearly mark the outermost envelope of the submittal with RFB 03396-NTT-00-GS-MA Automotive Paint and Body Services. The NTTA is not responsible for submittals received but not clearly marked. It shall 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 final execution of contracts by both parties, or upon issuance of a Purchase Order from the NTTA. The initial contract period shall be for a period of (1) 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 Director of Procurement Services at [bidpurchasing@ntta.org](mailto:bidpurchasing@ntta.org), no later than May 3, 2012 by 4:00PM CDT. 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. Director of Procurement Services  
03396-NTT-00-GS-MA

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 shall be binding on the North Texas Tollway Authority unless submitted in writing and distributed as an addendum by NTTA. Interpretations and/or clarifications shall 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 shall 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 “shall,” “must” or “will” are equivalent in this RFB and indicate a mandatory requirement or condition, the material deviation from which shall 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 shall 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 shall 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 shall 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, shall become the property of the Authority regardless of the proposer selected. All copyrighted material must be clearly marked indicating the copyrighted status. NTTA shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall be deemed to have passed to the Authority at the time the Vendor takes possession or earlier, and such consumable items shall 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 shall apply to the award throughout as the case may be, and are incorporated here by reference. Any contract executed based on 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. NEGOTIATIONS**

NTTA reserves the right to negotiate the terms and conditions of the contract with any of the evaluated Proposers. Should the successful Proposer and NTTA fail to come to an agreement, the Authority may at its sole discretion award goods and services to any of the remaining responsible Proposers. The Proposer to whom the contract is awarded shall be required to enter into a written contract with NTTA in a form approved by legal counsel for the Authority. A copy of the proposed contract, if required, is attached to this RFB. (See Section T below.) Any exceptions to the terms of the contract must be submitted in writing with the Proposer's response to this RFB.

**J. 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.

**K. 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.

**L. 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".

**M. 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, national origin, ancestry or physical handicap.

**N. BUSINESS DIVERSITY POLICY INFORMATION**

Respondents to this RFB must meet the requirements of the NTTA's Business Diversity Program, as stated in Attachment C.

**O. DISCLAIMER OF LIABILITY**

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

**P. INSURANCE**

Insurance requirements for this project can be found in Attachment E. If selected for this project the selected firm will be required to provide proof of all coverage and waivers described in Attachment E. Failure or inability to provide proof of these insurance requirements will render the Proposer's submittal for this project to be deemed non-responsive and the NTTA will reject the bid in its entirety.

**Q. 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.

**R. 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.

**S. 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.

**T. SAMPLE CONTRACT**

A blanket Purchase Order will be issued to the awarded vendor/s. The Purchase Order, Request for Bid, and Bid Submittal will serve as the contract for this request for bid.

**U. 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.

**V. F.O.B. DESTINATION**

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

**W. 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 shall 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 shall describe the action taken and the reasons for such action, and shall 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 shall 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 shall 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 shall review the information relevant to the appeal and shall render a written decision within sixty (60) business days after the appeal of the protest was received. The decision of the Board of Directors shall be final. The final decision of the Board of Directors shall

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 shall 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.

**X. FORCE MAJEURE**

The District shall 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.

#### **IV. SPECIFICATION**

### **BEST VALUE COMPETITIVE SEALED BID NORTH TEXAS TOLLWAY AUTHORITY AUTOMOTIVE PAINT AND BODY SERVICES**

#### **Background**

The NTTA Maintenance Department is responsible for repair and maintenance of the Authority's fleet. This contract for automotive paint and body services includes automobiles, light trucks and medium duty trucks. Estimated annual expenditures on paint and body services are \$26,000 per year. The breakdown was roughly \$18,000 in labor and \$8,000 in parts for fiscal year 2011.

This is an annual contract with the option to extend the term of the contract for four (4) additional one (1) year periods upon the same terms and conditions. Two vendors will be selected for award. The top two vendors may be used at the NTTA's discretion as a primary/secondary vendor, or on a rotational basis.

The NTTA will also have the right and option to terminate the contract upon thirty (30) days written notice. Bids must be submitted completely on these forms to insure uniformity of wording of all proposals. Bids may be rejected if they show any omissions, alterations of wording conditional clauses, or irregularities of any kind.

#### **Bid Evaluation**

**Contractors will be evaluated for award of this best value bid based on the following criteria, listed in order of importance.**

- **Cost**
- **Conformance with Request for Bid**
- **Ability to arrange Pickup and Delivery**
- **Number of ASE Certified Technicians on staff**
- **Ability to perform complete scope of contracted work**
- **Past Performance with the NTTA or References**

Vendor must supply a contact for addressing estimates, repairs, warranty and workmanship. **The successful vendor must provide free written estimates of all work to be performed.** Vendor must provide on-site inspections at 1080 Ohio Dr. Plano TX. 75093 for the purpose of generating estimates. Inspections shall be conducted between the hours of 7:00AM and 2:30PM.

All work must be authorized by the NTTA Maintenance Department. After authorization has been given to proceed, any additional work will require a revised estimate from the vendor. The revised estimate must state the reason for the increase, and a request to proceed. Any work performed outside of the scope of what is authorized, should not be billed to the NTTA, and will not be reimbursed.

NTTA unit number and mileage reading must be on all estimates and invoices. Completed invoices will also reflect the Purchase Order number.

Prospective vendors are required to be legally capable of repairing and painting vehicles and equipment in a protected and totally enclosed, filtered spray booth.

All personnel must be certified in body repair and/or painting techniques pertaining to the service performed. Vendor must supply proper documents regarding the experience, licenses and certifications of all personnel.

Paint Warranty should cover fading or loss of gloss, peeling, chalking, cracking and wrinkling for a minimum of five (5) years.

All work shall be covered by a two (2) year workmanship guarantee from the date of completion.

Vendor must minimize downtime of vehicles.

Vehicles should be cleaned and detailed when returned ready for service. If there is an additional charge for cleaning, then this must be specified in the bid by the prospective vendor. (Any vehicle returned not cleaned will be cleaned and detailed by the NTTA and charges will be presented to the vendor for reimbursement).

## **REPAIRS**

Prospective vendor shall not sublet or assign this contract for body repairs and/or painting to any other vendor.

Mechanical repairs performed during the process of repairing the damaged vehicle must comply with industry standards. Vendor must acquire authorization from the Maintenance Support Manager or Fleet Supervisor prior to performing any type of mechanical repairs.

Vehicles must be reassembled to factory specifications, and use Certified Original Equipment Manufacturer (O.E.M.) Parts or acceptable equivalent when OEM is not available.

If needed, welding must meet manufacturer's approved methods.

Align suspension front, rear, or both, if required to restore vehicle to manufacturer's specifications.

Vendor must be experienced and capable of making repairs to fiberglass, sheet molding compound or carbon fiber material, plastic, aluminum, structural steel and sheet metal.

## **PAINTING**

Vendor must have adequate painting facility for scope of work.

Vendor must restore factory corrosion protection.

Vendor must use a precision color match system to finish the repaired areas to the closest possible color match.

Vendor must be capable of partial or full repaints.

Any paint residue or damage caused from painting will be charged back to the vendor.

Prospective vendors must be capable of painting single stage, base coat/clear coat, and tri-stage painting.

## **ADDITIONAL INFORMATION**

For additional information, contact the Procurement Division at [bidpurchasing@ntta.org](mailto:bidpurchasing@ntta.org). In the event of conflicts between the written bid and information obtained verbally, the vendor is specifically advised that the written bid will prevail in the determination of the successful bidder.

**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 shall include, but not be 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 shall be held in strict confidence. Respondent shall 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 shall 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 shall pay to the NTTA all damages which arise from said breach. Respondent understands and acknowledges that its responsibilities under this Agreement shall 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 \_\_\_\_\_, 201\_\_\_\_\_.

**RESPONDENT:**

\_\_\_\_\_  
(Signature)

Name/Title: \_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_

**ATTACHMENT B**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; 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.</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>		

Adopted 06/29/2007



[ ] 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 \_\_\_\_\_, 20\_\_\_\_, 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 (NTTA) is committed to providing contracting opportunities for disadvantaged, minority, women-owned, and small business enterprises (D/M/WBE). In this regard, the NTTA 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 Disadvantaged, 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 NTTA's Diversity Policy. The CCM is approved and incorporated into the contract by reference for all purposes by the NTTA.

The CCM and the Diversity Policy may be obtained online at the NTTA website at <http://www.ntta.org/WorkingWithUs/Business+Diversity+Department/> 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 the D/M/WBE goal the NTTA has established for a contract. 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 shall 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 their use of certified D/M/WBE firms for this project on the Commitment Agreement Form (Form 4906).

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 bid.

#### ***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 14<sup>th</sup> 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](mailto:businessdiversity@ntta.org). Please copy the Procurement Services Department at [bidpurchasing@ntta.org](mailto: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 <http://www.ntta.org/WorkingWithUs/Business+Diversity+Department/>

#### **5. Monthly reporting and compliance requirements**

Prime contractors must submit monthly reports, no later than the 15<sup>th</sup> 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 must electronically submit their Form 4907 information into the business diversity contract compliance tracking system by the 15<sup>th</sup> of each month. Prime contractors will have a designated User ID & password to login to the contract compliance tracking system via the following link: <http://pro.prismcompliance.com>

#### **6. Noncompliance enforcement**

All participants in 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**  
**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 NTTA'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 shall 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 being 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 shall 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: <http://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 shall 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 [ntta.org](http://ntta.org) under "Working With Us", and "Business Diversity".

<http://www.ntta.org/WorkingWithUs/Business+Diversity+Department/>

Within 14 days after the Contract is awarded, the Contractor shall 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 shall complete the training prior to receiving access to the NTTA PRISM system; no exceptions will be granted. The Contractor shall 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 shall 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" . 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: <http://pro.prismcompliance.com>. In the event that the NTTA PRISM system becomes inoperable or unavailable to the Contractor, the Contractor shall 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 shall upload the required documentation through the NTTA PRISM system.

### **4. Documentation**

The Contractor shall 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 shall 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 website at [ntta.org](http://ntta.org) under "Working With Us", and "Business Diversity".

<http://www.ntta.org/WorkingWithUs/Business+Diversity+Department/>

### **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 by the NTTA.

BUSINESS DIVERSITY REPORTING FORMS

FORM 4906

FORM 4907

FORM 4908





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

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

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

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**

<b>Contract No.:</b>		<b>Original Contract Amount:</b>	\$ -
<b>SA/WA/ETC#:</b>		<b>Final Contract Amount:</b>	\$ -
<b>Contractor:</b>		<b>D/M/WBE Goal Amount:</b>	\$ -
<b>D/M/WBE Goal:</b>		<b>Goal Amount Attained to Date:</b>	\$ -

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

\* 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.

# ATTACHMENT D

## **BID FORM**

### **To be completed by proposed vendor:**

#### Vendor Contact (for addressing estimates, repairs, warranty and workmanship)

Vendor \_\_\_\_\_ Contact Name \_\_\_\_\_  
 Address \_\_\_\_\_ Phone \_\_\_\_\_  
 \_\_\_\_\_ Fax \_\_\_\_\_  
 \_\_\_\_\_ Email \_\_\_\_\_

Vendor agrees to provide free written estimates of all work to be performed \_\_\_\_ (initial)

Vendor agrees that paint warranty should cover fading or loss of gloss, peeling, chalking, cracking and wrinkling for a minimum of two (2) years \_\_\_\_ (initial)

Vendor agrees that all work shall be covered by a minimum two (2) year workmanship guarantee from the date of completion \_\_\_\_ (initial)

Vehicles will be cleaned and detailed when returned ready for service \_\_\_\_ (initial)

#### References:

---

Company Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Business Address \_\_\_\_\_ Email \_\_\_\_\_  
 \_\_\_\_\_

---

Company Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Business Address \_\_\_\_\_ Email \_\_\_\_\_  
 \_\_\_\_\_

---

Company Name \_\_\_\_\_  
 Contact Name \_\_\_\_\_ Phone \_\_\_\_\_  
 Business Address \_\_\_\_\_ Email \_\_\_\_\_  
 \_\_\_\_\_

---

### Automotive Paint and Body Services Pricing

Item	Description	Unit Price	Quantity/Unit
1	Labor Rate-Sheet Metal		Per Hour
2	Labor Rate-Mechanical/Electrical		Per Hour
3	Labor Rate-Frame		Per Hour
4	Labor Rate-Refinish		Per Hour
5	Labor Rate-Paint & Materials		Per Hour
6	Discount from Retail Prices for OEM Parts & Supplies		%
7	Pick up Fee for Drivable Vehicles to be Repaired		1/each
8	Vehicle Delivery Fee upon completion of work		1/each
9	Towing Fee for Cars, Light Trucks, and Medium Duty Trucks		1/each
10	Number of Days for Picking the Unit up once notified		days
11	Job will be completed in flat rate hours plus how many days?		days
12	Number of Days for Delivery once the job is completed		days
13	Storage Cost if vehicle is stored after job completion		Per Day
14	Hazardous Waste Fee, If any		each
	Please list any other fees that apply to paint/repair not listed here:		

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 E**

### NORTH TEXAS TOLLWAY AUTHORITY Special Provision Addressing Insurance Requirements

**Contract No.: 03396-NTT-00-GS-MA**

**Project: Automotive Paint & Body Parts & Service**

**Laws to be Observed.** The Contractor shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the performance of the Services. **THE CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS REPRESENTATIVES AGAINST ANY CLAIM ARISING FROM VIOLATION BY THE CONTRACTOR OF ANY LAW, ORDINANCE, OR REGULATION APPLICABLE TO THE SERVICES.** The Agreement is between the Authority and the Contractor only. Except with respect to claims arising from the Contractor's indemnity obligations owed to the Authority's directors, employees, and Contractors, no person or entity may claim third-party beneficiary status under the Agreement or any of its provisions, nor may any non-party sue for personal injuries or property damage under the Agreement.

**Insurance.** The Contractor shall not commence performing the Services under the Agreement until it has furnished the Authority with satisfactory proof that the Contractor has obtained insurance of such character and in such amounts as set forth below. The Contractor shall submit complete policies or certificates evidencing the policy coverages and stipulations. The certificate submittals shall be provided on forms adopted by the Association for Cooperative Research and Development (ACORD).

The Contractor shall purchase and maintain in full force and effect, until completion of the Services and the expiration of all applicable Texas statutes of limitations, with respect to claims that could arise out of the Services or the Contractor's performance of the Services, such insurance as will cover the obligations and liabilities of the Contractor and its agents, employees, and subcontractors which may arise from the Services or the Contractor's performance of the Services under the Agreement. All such insurance shall be written with companies having an A.M. Best Financial Strength Rating of **A-** or better, and be in a Financial Size Category of **X** or greater. The Contractor hereby agrees that all policies shall be on ACORD Form. The Contractor acknowledges that except for Professional Liability, Claims Made Policy Forms are not acceptable. The Contractor hereby agrees that the Authority has the right to review the insurance providers, and that all companies must be acceptable to the Authority.

Until the expiration of all applicable Texas statutes of limitations, the Contractor shall secure and maintain, in the Contractor's own name, the following:

**1. Workers' Compensation Insurance** in compliance with the laws of the State of Texas and Employer's Liability Insurance with minimum limits of:

**\$ 500,000** Each Accident  
**\$ 500,000** Disease Policy Limit  
**\$ 500,000** Disease Each Employee

A "Waiver of Subrogation" in favor of the Authority shall be attached to the policies.

**2. Commercial General Liability Insurance** covering the Contractor with minimum limits of:

2004 ISO, CGL or Equivalent Limits for Bodily Injury and/or Property Damage:

**\$ 500,000** General Aggregate  
**\$ 500,000** Products and Completed Operations Aggregate  
**\$ 500,000** Personal and Advertising Injury  
**\$500,000** Each Occurrence  
**\$ 50,000** Fire Damage

**3. Business Auto Liability Insurance** with minimum limits of **\$500,000.00** Combined Single Limit for Bodily Injury and/or Property Damage, including Owned, Hired and Non-Ownership Liability Coverage. This policy shall not contain any limitation with respect to a radius of operation for any vehicle covered, and shall not exclude from the coverage of the policy any vehicle to be used in connection with performance of the Services.

**4. Garage Keepers Legal Liability** with minimum limits of **\$500,000** combined single limit per occurrence shall be obtained at the contractor's expense, and maintained during the life of the contract to protect vehicles in their care, custody and control.

**5. The Authority** shall be included as additional insured by endorsement to all policies required under the Agreement, other than Workers' Compensation Insurance policy.

**6. Insurance for Subcontractors.**

(1) The Contractor shall secure and maintain, until the expiration of all applicable Texas statutes of limitations with respect to claims that could arise out of a subcontractor's performance of the Services, certificates of insurance from all subcontractors, evidencing the foregoing

types and amounts of insurance coverages, with respect to the Services to be performed by the subcontractor.

(2) Insurance certificates of subcontractors and sub-subcontractors will be maintained by the Contractor for the duration of the Agreement.

**Required Addendum.** The insurance carrier shall include in each of the insurance policies required under the Agreement the following statement:

**“This policy shall not be canceled or materially changed nor non-renewed during the period of coverage without at least thirty (30) days’ prior written notice to the North Texas Tollway Authority, 5900 West Plano Parkway, Suite 100, Plano, Texas 75093, Attention: Insurance Coordinator”.**

**Payment of Deductibles.** The Contractor shall be responsible for any deductible stated in any policy required under the Agreement.

**Duration of Coverage.** The Contractor shall carry the insurance specified above until all of the Services required to be performed under the terms of the Agreement are satisfactorily completed, as evidenced by the formal acceptance thereof and final payment of all amounts owed to the Contractor by the Authority, or provide, prior to the end of coverage, a new certificate of insurance. If, for any reason, the required insurance coverage is not kept in force, the Contractor shall stop all work until it provides acceptable documentation to the Authority. The Contractor shall notify the Authority, in writing, by certified mail or hand delivery of any material change in the insurance coverage of the Contractor or any subcontractor or sub-subcontractor within ten (10) days of such change.

**Certification by the Insurer.** On all policies, the insurer shall certify that the aggregate amount shown on insurance limits is in full force and has not been diminished.

**No Special Payments.** No special payments shall be made for any insurance that the Contractor may be required to carry, but all costs thereof shall be included in the price bid for the various items included in the proposal. Bidders shall determine all the kinds and costs of insurance that may be required before submitting their bids and shall submit acceptable evidence of same to the Authority.

**No Waiver by the Authority.** Neither the approval by the Authority of any insurance supplied by the Contractor nor the failure to disapprove that insurance shall relieve the Contractor from full responsibility for any liability as set forth herein

**Waiver by the Contractor.** The Contractor hereby waives any and every claim which arises or may arise in its favor against the Authority, the Engineer, the Construction Manager, the Section Engineer, and the Consulting Engineers and their respective owners, directors, officers, employees, Contractors, contractors, and agents pursuant to the Agreement which is covered, in whole or in part, by insurance provided or to be provided pursuant to the terms hereof. Such waiver shall be in addition to, and not limitation of, any other waiver or release contained in the Agreement. Inasmuch as such waiver shall preclude the assignment of any aforesaid claim by way of subrogation or otherwise to an insurance company (or any other person), the Contractor hereby agrees immediately to give to each insurance company which has issued policies of insurance pursuant hereto written notice of the terms of such waiver and to cause such insurance policies to be properly endorsed, if necessary, to prevent the invalidation of such insurance coverages by reason of such waiver.