



NORTH TEXAS TOLLWAY AUTHORITY

**NORTH TEXAS TOLLWAY AUTHORITY
03413-NTT-00-GS-MA
GM OEM PARTS AND SERVICE
BEST VALUE BID**

BIDS DUE:

May 14, 2012 @ 4:00 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
- Cost Proposal -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 no later than May 3, 2012 @ 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)
 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.

B. INTENT

The purpose of this solicitation is to solicit bids for GM OEM PARTS AND SERVICE.

Sealed bids marked 03413-NTT-00-GS-MA GM OEM PARTS AND SERVICE 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 @ 4:00 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 4:00pm CST

Questions concerning the RFB are due in writing via e-mail to the Director of Procurement Services at 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 03413-NTT-00-GS-MA GM OEM PARTS AND SERVICE. 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 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, no later than May 3, 2012 @ 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
03413-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. 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 protestor 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 protestor 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 #03413-NTT-00-GS-MA NTTA GM OEM PARTS AND SERVICE

Background

The North Texas Tollway Authority Maintenance Department is responsible for repair and maintenance of the Authority's fleet. This fleet consists of approximately 94 GM vehicles including cars, pickups, light and medium duty trucks both gasoline and diesel. To maintain and repair these vehicles the NTTA requires a significant amount of GM OEM parts and GM OEM repairs. In Fiscal Year 2011, the NTTA spent approximately \$35,000 on parts and \$30,000 in Service. This is the estimated annual expenditure that will be used to evaluate pricing.

Bid Evaluation

This is a Best Value Bid. The NTTA intends to award the entire bid, both parts and service, to one contractor. Contractors will be evaluated for award based on the following criteria, listed in order of importance.

- Cost-Both Cost of Parts and Cost of Repair Rates
- Delivery Time
- Estimated Inventory Value
- Services Provided (Services are listed throughout the bid; towing provided, rush service, etc.)
- Contractor is required to be an Authorized Dealer for sale of GM OEM Parts and Certified Repairs

All items provided shall be in new and first class condition, and packaged in containers suitable for damage free transport and storage.

Bids must be submitted completely on these forms to insure complete 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.

1. PARTS: The intent of this specification is to secure an annual contract based upon dealer cost plus a firm percent (%) added. Prices associated with any other method of pricing may not be considered. The attached list provides examples of various automotive items purchased and stocked by the NTTA. The purpose of the proposed contract will be to allow the NTTA to purchase any item in the manufacturer's catalog at the established discount.

1.1 Only one percentage will be allowed. Bid evaluation will be based upon lowest "Dealer cost percentage added" price.

1.2 NOTE: The NTTA expects a maximum of 24 hours delivery after receipt of order (ARO). Vendor must indicate at time of order if delivery time will be longer than 24 hours. If so, the NTTA will have the option to cancel and purchase elsewhere.

1.3 Special handling charges will be allowed with prior approval of the NTTA Parts Supervisor, Fleet Supervisor, Support Manager or authorized representative.

1.4 The NTTA may require rush items on certain parts throughout the term of this contract. This is on an exception basis, and rush service will be requested by the NTTA Maintenance Department. If the contracted vendor is unable to provide the part in a sufficient time frame, the NTTA reserves the right to place the expedited order with another vendor.

1.5 Repurchase Agreement - Each bidder, in submitting their bid, agrees to repurchase at no cost to the City any and all standard inventory parts and supplies which become obsolete due to changes which may occur within the City fleet. This repurchase agreement shall be effective during the entire period of the contract. The City agrees that only parts or supplies that have not been used or tampered with and are packaged in the original containers will be returned under the provision of this clause. This clause is applicable to any item on the proposal form. There will be no restocking charge and the item will be credited at the current prevailing City cost.

1.6 Invoicing – All invoices for products purchased under this contract must list the current dealer cost, the bid discount percentage off the list price, and the actual cost for the item after applying the discount.

2. SERVICE: The intent of this specification is to secure an annual contract based upon dealer's labor rate per hour for all service and repair work. Vendor is to submit their hourly rate with all repairs being billed according to published flat rate for repairs.

2.1 Only one hourly labor rate will be allowed. Bid evaluation will be based upon lowest "Hourly Labor Rate" quoted.

2.2 All parts provided for service requests shall be charged based on the parts portion of this agreement.

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

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
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. 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	
<p>1 Name of person who has a business relationship with local governmental entity.</p>	Date Received	
<p>2 <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>3 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 & 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>4</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

AFFIDAVIT CONFLICT OF INTEREST AND DISCLOSURE STATEMENT

Project:	GM OEM PARTS AND SERVICE
RFB number:	03413-NTT-00-GS-MA

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

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 must electronically submit their 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: <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
“D/M/WBE GOAL”**

Contract No: 03413-NTT-00-GS-MA

Project: GM OEM PARTS AND SERVICE

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 Good Faith Effort % of total contract amount

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 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 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://www.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.

ATTACHMENT C

BUSINESS DIVERSITY REPORTING FORMS

FORM 4906

FORM 4907

FORM 4908



COMMITMENT AGREEMENT FORM FOR ALL SUBCONTRACTORS

03413-NTT-00-GS-MA Form NTTA 4906

(Please complete one form for each subcontractor)

This commitment is subject to the award and receipt of a signed contract from the North Texas Tollway Authority for the subject project.

Project Description: County: Contract No: Corridor/Project: Segment/Section: Items of work/service to be performed* (attach a list of work/service items, if more room is required):

IMPORTANT! The signatures of the prime contractor, the subcontractor, and the total commitment amount must always be on the same page.

Prime Contractor: Name: Title: Contact Name: Signature: Address: City: ST, Zip: Phone: Fax: Email: Date: Subcontractor: Name: Title: Certification Entity: Signature: Contact Name: Address: City: ST, Zip: Phone: Fax: Email: Date: 2nd Tier Sub: Name: Title: Certification Entity: Signature: Contact Name: Address: City: ST, Zip: Phone: Fax: Email: 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.

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.



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

Contract No.:		County:	
SA/WA/ETC#:		Reporting Period (M/D/Yr to M/D/Yr)	
Contractor:		Original Contract Amount:	\$ -
D/M/WBE Goal:		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**

Contract No.:		Original Contract Amount:	\$ -
SA/WA/ETC#:		Final Contract Amount:	\$ -
Contractor:		D/M/WBE Goal Amount:	\$ -
D/M/WBE Goal:		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.

ATTACHMENT D

To be completed by proposed vendor:

EVALUATION FORM-PARTS

The below listed items are a sampling of common parts used by the NTTA. This section will be used for evaluation purposes only. Any vendor that has bid a category on the bid sheet is required to complete the appropriate category listed below. All items must be completed in the appropriate category and a total cost must be shown. Any shipping charges must be figured in to the unit price after applied discount.

GM AUTOMOBILE & LIGHT TRUCK OEM PARTS

DESCRIPTION	MFG/PART #	DEALERS COST (EACH)	UNIT PRICE AFTER APPLIED % MARK-UP (Each)
Driver Side Mirror 03-05 Chevy 3500	15048182		
Water Pump 03-05 Chevy 3500	19256261		
Blower Motor 03-05 Chevy 3500	89019320		
Motor Mount 07-12 Chevy 3500	25828247		
Master Cylinder 07-12 Chevy 3500	19209189		
Control Arm Lower LH 07-12 Chevy 3500	20832022		
Tailgate Latch 07-12 Chevy 1500	94715027		
Cable LH 07-12 Chevy 1500	25838260		
Side Step Package 07-12 Chevy 1500	19213584		
Throttle Body 07-12 Chevy 1500	12629992		

GM Diesel & Medium Duty Parts

DESCRIPTION	MFG/Part #	Dealers Cost (Each)	Unit Price After Applied % Mark Up
Brake Valve 05 Chevy 8500	15747004		
Brake Drum 05 Chevy 8500	12386603		
Slack Adjuster	12385341		
A/C Compressor	89019250		
A/C Condenser	19256531		
Housing	15691885		
Lens	15951646		
Hood Assy	25844475		
Switch	15128874		
Reman Water Pump	97779551		
Fan Clutch	15816068		
Belt Tensioner	98094201		

Quoted percentage over Dealer's cost: _____%

Delivery time for NTTA items: _____ARO

Please note additional discount, if applicable, if NTTA personnel pick up parts:
_____%

Number of parts deliveries per day: _____

Estimated average on hand inventory value of parts: \$ _____

Please complete the information below regarding whom the NTTA should contact when placing parts orders:

Name _____ Phone Number _____ Email _____

Name _____ Phone Number _____ Email _____

Rush/Priority Service for Parts Delivery

Do you provide a rush/priority service? Yes____No_____

If so, what is the cost of the service: _____

Delivery time for rush/priority service: _____ ARO

EVALUATION FORM-SERVICE

Hourly labor rate for all service or repair: _____/hour

Do you offer vehicle pickup and delivery (vehicle drivable) ____yes ____no

If yes, is there a cost? \$_____/trip (one direction)

Do you offer vehicle pickup and delivery (vehicle not drivable) ____yes ____no

If yes, is there a cost? \$_____/tow (one direction)

It is requested that the Bidder provide the name and phone number of the person(s) to contact when requesting service against this contract:

Name _____Phone Number _____ Email_____

Name _____Phone Number _____ Email_____

INVOICES

Please submit all invoices to:

North Texas Tollway Authority
Attn: Accounts Payable
PO Box 260729
Plano, TX 75026

To avoid any delay in payment, always reference the Purchase Order Number on the invoice.

REFERENCES

References shall be made available upon request by the NTTA.

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
INSURANCE REQUIREMENTS

NORTH TEXAS TOLLWAY AUTHORITY
Special Provision Addressing
Insurance Requirements

Contract No.: 03413-NTT-00-GS-MA

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

5. 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.