



*NORTH TEXAS TOLLWAY AUTHORITY*

**NORTH TEXAS TOLLWAY AUTHORITY  
RFB 03637-NTT-00-GS-IT  
DATA CENTER AND CAMPUS CABLING MAINTENANCE**

**BIDS DUE:**

**May 9, 2013 @ 2:00 pm CST**

**At the following location:**

**NORTH TEXAS TOLLWAY AUTHORITY**

**Attn: Procurement Services**

**5900 West Plano Parkway, Suite 100**

**Plano, Texas 75093**

**REQUIRED RESPONSE CHECKLIST:**

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

- Vendor Information Form
- Confidentiality and Non-Disclosure Statement-Attachment A
- Conflict of Interest Questionnaire, Affidavit and Supplement to Conflict of Interest Questionnaire-Attachment B
- Diversity Compliance Forms (Commitment Form NTTA 4906)-Attachment C
- Cost Proposal –Section V

Questions about the RFB should be directed via e-mail to Ryan Williams, Senior Buyer, at [rwilliams2@ntta.org](mailto:rwilliams2@ntta.org) no later than May 1, 2013 @ 2:00 pm CST.

## **I. INTRODUCTION**

### **A. BACKGROUND**

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

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

More information on the NTTA can be obtained by visiting the NTTA’s web site at [www.ntta.org](http://www.ntta.org).

### **B. INTENT**

The purpose of this solicitation is to solicit bids for Data Center and Campus Cabling Maintenance.

Sealed bids marked RFB 03637-NTT-00-GS-IT Data Center and Campus Cabling Maintenance 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 9, 2013 @ 2:00 pm CST. Bids submitted after this date and time will be returned unopened to the submitting firm/individual. The Authority will require strict compliance with the sealing, marking and timely delivery of all submittals.

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

discrepancies between this official time clock and any other time keeping devices are not the responsibility of the NTTA.

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

**C. SCHEDULE OF EVENTS**

Public notification/advertisement	April 19, 2013 April 26, 2013
Deadline for submitting questions	May 1, 2013 2:00pm CST
Bids Due	May 9, 2013 2:00pm CST

Questions concerning the RFB are due in writing via e-mail to Ryan Williams, Senior Buyer, at williams2@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) hard copies of the complete bid to:

Procurement Department – Director of Procurement Services  
North Texas Tollway Authority  
5900 West Plano Parkway, Suite 100  
Plano, TX 75093  
RFB 03637-NTT-00-GS-IT

The respondent should clearly mark the outermost envelope of the submittal with RFB 03637 Data Center and Campus Cabling Maintenance. The NTTA is not responsible for submittals received but not clearly marked. It will be the responsibility of each Proposer to deliver its submittal to the NTTA Director of Procurement at the above listed address before or by the time listed above for its bid to be considered. The NTTA customer receptionist will stamp the date and time on the bid envelope upon receipt and this will serve as the official date and time used for the bid opening purpose. Any discrepancies between the official time and any other time keeping devices will not be the responsibility of the Authority. Faxed, oral, or telephoned bids will not be accepted. Late bids will be returned unopened.

**E. OFFICIAL TIME CLOCK**

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

**F. TELEGRAPHIC/ELECTRONIC BID RESPONSES**

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

**G. TERM OF CONTRACT**

The contract will become effective upon final execution of contracts by both parties, or upon issuance of a Purchase Order from the NTTA. The initial contract period will be for a period of three years. The initial contract may be extended at the Authority's option for up to (2) two 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 Ryan Williams, Senior Buyer at rwilliams2@ntta.org, no later than May 1, 2013 @ 2:00 pm CST. Correspondence with individuals other than those listed herein will not be allowed:

North Texas Tollway Authority  
5900 West Plano Parkway, Suite 100  
Plano, TX 75093  
Attn. Ryan Williams, Senior Buyer  
RFB 03637-NTT-00-GS-IT

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

**I. INTERPRETATIONS AND ADDENDA**

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

**J. LANGUAGE, WORDS USED INTERCHANGEABLY**

The word AUTHORITY, Authority or NTTA refers to the NORTH TEXAS TOLLWAY AUTHORITY throughout this document. Similarly, RESPONDENT, Vendor, Respondent and Proposer refer to the person or company submitting an offer to sell its goods or services to the Authority. The words Bid, bid, and, Quotation, are all offers from the Proposer submitted in response to this RFB. NTTA has established for the purposes of this RFB that the words “must” or “will” are equivalent in this RFB and indicate a mandatory requirement or condition, the material deviation from which will not be waived by the Authority. A deviation is material if, at the sole discretion of the Authority, the deficient response is not in substantial accord with this RFB’s mandatory condition requirements. The words “should” and “may” are equivalent in the RFB and indicate very desirable conditions or requirements but are permissive in nature. Deviation from, or omission of such a desirable condition or requirement will not in and of itself cause automatic rejection of a bid, but may result in being considered as not in the best interest of the Authority.

**II. RESPONSE TO THIS RFB**

**A. EXAMINATION OF RFB DOCUMENTS**

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

**B. PROPRIETARY INFORMATION**

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

**C. PROPERTY OF NORTH TEXAS TOLLWAY AUTHORITY**

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

**D. INSTRUCTIONS TO PROPOSER/RESPONDENT**

All prices and quotations must be typed or written in ink. Bids written in pencil will not be accepted. Mistakes may be crossed out, and corrections inserted and initialed by Proposer

prior to bid opening date/time. Unit prices should be extended. The unit price will prevail in resolution of mathematical errors in extension or total. Proposer must submit prices and other information required in the proper space on the bid forms provided. Deviation may result in disqualification of the bid.

**E. ALTERNATE BIDS**

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

**F. BID WITHDRAWAL**

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

**G. TERMINATION**

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

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

**H. RIGHT OF INSPECTION**

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

**I. PLACE OF DELIVERY**

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

**J. REMEDIES FOR NON-PERFORMANCE**

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

**K. CONTRACT MODIFICATION**

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

**L. FIRM PRICE PERIOD**

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

**III. ADDITIONAL TERMS & CONDITIONS**

**A. OPEN RECORDS**

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

**B. AWARD NON-EXCLUSIVE**

NTTA may award one or more contracts to each Proposer. There will be no minimum amount of goods/services awarded any Proposer under this RFB. The successful Proposers will assume total responsibility for all deliverables awarded to them. Further, the NTTA will consider the successful Proposers to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the contract. No sub-contractor will be paid directly by NTTA. The successful Proposers will be solely responsible for the success of the portion of the entire project awarded to them under this RFB. At its discretion, the NTTA may purchase from existing bids or issue bids for goods, supplies, and services which may be the same or similar to those identified in this bid, as is deemed in the best interest of the NTTA.

**C. INVOICING**

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

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

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

**D. THIRD-PARTY "REMIT-TO"**

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

**E. TAX EXEMPT AUTHORITY**

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

**F. STATEMENT OF CONFIDENTIALITY**

Proposer agrees that any information accessed or gained in performance of those duties will be maintained in absolute confidence and will not be released, discussed, or made known to any party or parties for any reason whatsoever, except as required in the conduct of duties required, or where disclosure is required by law or mandated by a court of law. Proposers must submit the "Confidentiality and Non-disclosure Statement, Attachment A and return it with their submittals in a section labeled "REQUIRED NTTA FORMS".

**G. LAWS AND REGULATIONS**

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

**H. INCURRING COSTS**

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

**I. CLARIFICATION**

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

**J. HOLD HARMLESS AGREEMENT**

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

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

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

**L. EQUAL OPPORTUNITY**

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

**M. BUSINESS DIVERSITY POLICY INFORMATION**

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

**N. DISCLAIMER OF LIABILITY**

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

**O. INSURANCE**

Insurance requirements for this project can be found in Attachment D. If selected for this project the selected firm will be required to provide proof of all coverage and waivers described in Attachment D. 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.

**P. LICENSES/CERTIFICATES**

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

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

**Q. GENERAL**

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

**R. GUARANTEE**

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

**S. SAMPLE CONTRACT**

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

**T. INTERLOCAL AGREEMENTS**

Any entity with an interlocal agreement with the NTTA that expresses interest in riding the contract that results from this bid may do so with written notification. The NTTA assumes no responsibility in the evaluation and award of any contract that results from this rider.

**U. F.O.B. DESTINATION**

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

**V. PROCUREMENT PROTESTS**

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

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

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

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

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

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

The Board of Directors will review the information relevant to the appeal and will render a written decision within sixty (60) business days after the appeal of the protest was received. The decision of the Board of Directors will be final. The final decision of the Board of Directors will be mailed, certified mail, return receipt requested, to the protestor at the address set forth in the bid protest.

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

**W. FORCE MAJEURE**

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

**X. REVOLVING DOOR POLICY**

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

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

**Y. VENDOR POLICING OF EMPLOYEE ETHICS**

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

## **IV. SPECIFICATION**

### **INFORMATION FOR INDIVIDUAL IT PROJECTS AND REQUIREMENTS**

The North Texas Tollway Authority is soliciting competitive sealed bids for our data center and campus cabling maintenance. The term of this contract will be for three (3) years with the option for NTTA to renew for two (2) one-year renewal terms.

This section of the specification details the information and requirement to perform individual project as needed by the IT department. The information to complete each project is not limited to the RFB. The NTTA will supply Technology Drawings and requirements for each individual project as needed.

1. This document does not replace any code, either partially or wholly. The Vendor must be aware of local codes that may impact this project.
2. Any system or component installed must meet or exceed any applicable standards and code documents that relate to the installation of that system or component.
3. The Vendor is responsible for conforming to all City, County, State and Federal Safety guidelines.
4. The Vendor is responsible for providing and installing all listed materials for each project. Any under-estimated materials (shortages) necessary for this installation to be a complete and functional system must be provided and installed at no additional cost to the NTTA, unless previously agreed upon.
5. If a discrepancy is found between any descriptions or part numbers within this document, the Vendor shall notify the NTTA immediately for clarification before providing a response to each project.
6. The Vendor Project Manager shall immediately notify NTTA's Representative should any lead-times or material availability issues develop during the course of the Project.
7. The Vendor shall be responsible for determining all material quantities and labor costs for their response for each project.
8. The Vendor shall be responsible for coordinating all material delivery issues.
9. Provide all labor, materials, tools, and equipment required for the complete installation of work called for in each section of this document.
10. The Vendor shall be responsible for the replacement of any damaged or defective component provided or installed in response to this request for bid.
11. The Vendor shall be responsible for insuring that all work and storage spaces are free of all trash and debris created by that Vendor by the time the crew leaves the jobsite each day.
12. After hours work on a task must be approved by the NTTA in writing.
13. Any use of labor other than full-time employees on any portion of this project must be authorized by the NTTA prior to the commencement of work. Should the determination be made by the NTTA that sub-Vendors or temporary laborers may NOT be used on this project, the decision is final. The NTTA may consider a violation of this requirement as a breach of contract.
14. For the purposes of this document, a full-time employee shall be defined as an individual

that receives their Internal Revenue Service W-2 earnings report from the Vendor contracted for this project.

15. The Vendor shall be responsible for identifying their parking requirements. The NTTA shall make every reasonable attempt to provide access to nearby parking.
16. Any accident, injury, or damage to property that occurs on the jobsite must be immediately reported to the NTTA.
17. Installation shall be performed in compliance with the provided drawings.

### **PROJECT SUBMITTALS**

1. Any product not specified by description and part number in project document requires a manufacturer's cut sheet submittal with the project quote.
2. Project submittals must include pricing and availability information with associated lead times.
3. Project submittals require written approval by the NTTA's Project Manager before purchase.

### **SITE - SPECIFIC REQUIREMENTS**

1. Any Vendor representative on the NTTA's site must be identified by Vendor company uniform, shirt, or other apparel marked with the Vendor's logo. The Vendor shall be responsible to obtain a Temporary Contractor Security Access badge from the front desk while performing any task at any NTTA sites. The badge will be returned every day to the front desk.
2. The Vendor shall be responsible for site-work-coordination with NTTA or NTTA's Representative, and any other applicable trades necessary to efficiently and effectively complete the scope of work.
3. It is the responsibility of the Vendor to promptly identify, in writing, any requirements that the NTTA is responsible for prior to Vendor installation.

### **TRAINING AND WARRANTY**

1. The Vendor's response is required to provide any and all warranties afforded in association with the products required by this document. All rights and responsibilities associated with these warranties must be included in the Vendor's response.

### **PROJECT MANAGEMENT AND QUALITY ASSURANCE**

1. The Vendor Project Manager's role is to oversee and coordinate all aspects that insure the project will be successful.
2. The Vendor Project Manager shall be the single point of Contact representing the Vendor to the NTTA.
3. The Vendor Project Manager is responsible for all materials ordering and coordination, insuring that the correct materials are on the jobsite at the correct time.
4. The Vendor Project Manager is responsible for coordination with other vendors on all site issues that affect their work.
5. The Vendor Project Manager is responsible for manpower scheduling & manpower projections to insure the correct people and quantity of people are on the jobsite at the correct time.
6. The Vendor Project Manager is responsible for all change order preparation and submission as well as all billing preparation and review as detailed within this document.

7. It is a requirement of the Vendor Project Manager to attend all status/coordination meetings associated with their work or installation including, but not limited to: General Contractor's meetings, technology status meetings, NTTA meetings, or any other meetings that may be required to facilitate the installation described in the scope of work.
8. The Vendor Project Manager is responsible for overseeing and recording safety meetings, updating the attendance log, acting as the single point-of-contact for all safety issues, as well as being the main contact responsible for Vendor safety accountability on the jobsite.
9. The Vendor Project Manager is responsible for quality inspections throughout the installation period to insure that the project meets (at minimum) the level of quality required.
10. The Vendor Project Manager is responsible for the Manufacturer Representative inspections that must take place to insure all warranties are transferred.
11. The Vendor shall submit to NTTA a document guaranteeing that the installed material meets all specifications in this document. This document shall also guarantee that the installed material is free of all defects.

### **COMMUNICATIONS CABLING OVERVIEW**

1. The Vendor shall quote and install cable and equipment that meets all applicable standards described in this document.
2. Following are the terms and definitions that are used throughout this document:
  - a. **UL Listed** - Underwriters Laboratories Listed
  - b. **UL Certified** - UL's LAN Cable Certification Program
  - c. **IDF** - Intermediate distribution frame
  - d. **ANSI** - American National Standards Institute
  - e. **NEMA** - National Electrical Manufacturer's Association
  - f. **BICSI** - Building Industry Consulting Service International, Inc
  - g. **NEC** – National Electric Code
  - h. **NFPA** – National Fire Protection Association
  - i. **TIA** – Telecommunications Industry Association
  - j. **EIA** – Electronics Industry Alliance
  - k. **FCC** – Federal Communications Commission
  - l. **UL** – Underwriters Laboratories
3. Following are applicable standards and code-documents that relate to the installation of the communications cabling system:
  - a. **ANSI/TIA/EIA - 568-B.1.1**  
Commercial Building Telecommunications Cabling Standard Part 1: General Requirements (August 2001)
  - b. **ANSI/TIA/EIA - 568-B.2-4**  
Commercial Building Telecommunications Cabling Standard Part 2: Balanced Twisted-Pair Cabling Components (June 2002)
  - c. **ANSI/TIA/EIA – 569-A-7**  
Commercial Building Standard for Telecommunications Pathways and Spaces (December 2001)
  - d. **ANSI/TIA/EIA – 570-A**  
Residential Telecommunications Cabling Standard
  - e. **TIA/EIA-606-A**

Administration Standard for Commercial Telecommunications Infrastructure (May 2002)

- f. **ANSI/J-STD-607**  
Commercial Building Grounding (Earthing) and Bonding Requirements for Telecommunications (October 2002)
  - g. **BICSI – TDMM**  
Building Industries Consulting Services International  
Telecommunications Distribution Methods Manual 10th Edition
  - h. **NFPA**  
National Fire Protection Agency  
National Electrical Code (**NEC**) -2005  
LPC - Lightning Protection Code (NFPA-780)
  - i. **IBC**  
2003 International Building Code - ASTM Referenced Standards
  - j. **FCC**  
Federal Communication Commission Part 68 as modified by Wiring Docket 88-57
4. The communications cabling installation shall be performed in compliance with the illustrations in the provided drawings.
  5. Installation must conform to the provided drawings. Any deviations require written authorization by the NTTA and Engineer of Record.
  6. The Vendor must request, seven (7) days prior to installation, any additional drawing necessary for completion of this project.
  7. The Vendor shall use technicians certified by Systimax to install any Systimax product on the system.

### **DATACENTER COMMUNICATIONS EQUIPMENT ROOMS**

1. **Datacenter First Floor (IDF)** Intermediate Distribution Frame.
  - a. Prior to installation, the Vendor shall coordinate wall penetrations and rack and tray layouts with the NTTA's representative.
2. **Data Center**
  - a. Prior to installation, the Vendor shall coordinate wall penetrations and cabinet and tray layouts with the NTTA's representative.
  - b. Red Velcro shall be used in lieu of nylon tie wraps to secure copper cable bundles within the cable tray and rear of the cabinets in the Data Center.
  - c. Aqua Velcro shall be used in lieu of nylon tie wraps to secure fiber optic cable bundles within the cable tray and rear of the cabinets in the Data Center.
  - d. All fastening hardware shall be 316L stainless steel in quantities to appropriately support and secure the cable tray. Attention to contact points between 316L stainless and steel cabinets will be necessary to prevention galvanic corrosion. All contacts points shall be bushed so as to prevent contact between stainless steel basket and steel cabinets.

### **TELECOMMUNICATIONS SERVICE EXTENSIONS**

1. All pathway supports shall be spaced at no more than 5' increments; or at the necessary spacing to maintain less than an eight inch (8") overall bundle sag.

2. All work shall be coordinated with other trades to eliminate pathway conflicts. Any piping, flex conduit, HVAC duct work, or other cabling that interferes with a communication cabling pathway shall be coordinated with that trade and resolved. Pathway conflicts that cannot be resolved by the trades shall be resolved by the NTTAs Representative.
3. The Vendor shall ensure that all pathways maintain the required separation from EMI producing sources in accordance with EIA/TIA 568B and the latest National Electric Code.

## **GROUNDING, BONDING AND FIRESTOP**

### **1. Grounding**

- a. The Vendor shall ground each rack, cabinet, and cable tray, and according to the grounding requirements described in the 2002 National Electrical Code (NEC 800-30 and NEC 800-40) and the EIA/TIA 607.
- b. Each ground wire shall be green THHN #6 AWG.
- c. The General Contractor (if applicable) shall install the grounding bus bar in each IDF and in the Data Center. The grounding bus bar shall adhere to the recommendations of the TIA/EIA-607 standard and shall be installed in accordance with best industry practice.
- d. The Vendor shall utilize crimp style lugs that are to be bolted to bare metal only. Paint must be removed in the size and shape of the lug only in a clean and neat manner.

### **2. Wire Bonding**

- a. Wires used for telecommunications bonding purposes shall be identified with a green insulation. Non-insulated wires shall be identified at each termination point with a wrap of green tape. All cables and busbars shall be identified and labeled in accordance with this document.
- b. All cable tray and ladder rack must be mechanically bonded together by use of a mechanical device or strap that meets Underwriters Laboratory (UL) requirements.
- c. Metallic cable sheaths, strength members, and splice cases, shall be bonded via individual bonds to the Telecommunications Ground Bus (TGB).

### **3. Firestop**

- a. A firestop system is comprised of the item or items penetrating the fire rated structure, the opening in the structure and the materials and assembly of the materials used to seal the penetrated structure. Firestop systems comprise an effective block for fire, smoke, heat and vapor.
- b. All penetrations through fire-rated building structures (walls and floors) shall be sealed with an appropriate firestop system. This requirement applies to through-penetrations (complete penetration) and membrane penetrations (through one side of a hollow fire rated structure). Any penetrating item i.e., riser slots and sleeves, cables, conduit, cable tray, and raceways, shall be properly fire-stopped.
- c. The Vendor is responsible to repair any fire-proofing or fire-walls damaged by the Vendor.
- d. Firestop systems shall be UL-Classified to ASTM E814 (UL 1479) and shall be approved by the Professional Engineer (PE) of record. An updated drawing

showing the proposed firestop locations, approved by the PE (either stamped or embossed), shall be provided to the NTTA's Project Manager prior to installing the firestop system(s).

- e. All firestop systems shall be installed in accordance with the manufacturer's recommendations and shall be completely installed and available for inspection by the local inspection authorities prior to cable system acceptance.

#### 4. Pathways

- a. Horizontal Cable Pathways
- b. It is the Vendor's responsibility to determine working conditions for the above ceiling. All horizontal cable shall be installed through conduit provided by others. A pull string shall be provided by the General Contractor (if applicable) at all outlet locations depicted on the construction drawings.

### **DATACENTER BACKBONE REQUIREMENTS**

#### 1. Backbone Pathways

- a. All backbone cabling shall route through the cable tray system as depicted on the provided drawings and described in this document unless otherwise described.
- b. All fastening hardware shall be 316L stainless in quantities to appropriately support and secure the cable tray. Attention to contact points between 316L stainless and steel cabinets will be necessary to prevention galvanic corrosion. All contacts points between dissimilar metals shall be bushed so as to prevent contact between stainless basket and steel cabinets.

#### 2. Datacenter In-Building Copper Backbone

- a. Vendor should use the proper Systimax cable for new cabling or replacing damage cable, the vendor should use the following cables Systimax 2071 GigaSPEED XL plenum backbone cables red in color, *part number 700210263*, from the Data Center to IDF Room 114.
- b. These backbone cables shall terminate at each end on black Systimax GigaSPEED information outlets, *part number 700206667*, wired T-568B.
- c. On each end, the Information Outlets shall be installed to Systimax 24-port GigaSPEED X10D Angled Modular Patch Panel kits (M2000A-24), *part number 760051177*. Refer to the provided drawings for quantities and placement. Refer to the provided drawings for placement in IDF and Data Center Core.

### **DATACENTER HORIZONTAL REQUIREMENTS**

#### 1. Horizontal Cable

- a. Vendor should use the proper Systimax cable for new cabling or replacing damage cable, the vendor should use the following cables, station indicated on Systimax 2071 GigaSPEED XL plenum cables fed from IDF Room 114: Red, *part number 700210263*, Systimax GigaSPEED MGS400 Series information outlets wired T-568B, part number 70020667
- b. Vendor shall provide and install black modular-furniture M14CH-003 faceplates for

- Herman Miller Ethospace modular furniture, *part number 108406414*. Vendor shall install a blank module in any unoccupied ports.
- c. Hard wall stations shall have 2-port M12SP stainless steel Duplex Faceplate, *part number 108615188*. Vendor shall install a blank module (black), *part number 108066325*, in any unoccupied ports.
  - d. If applicable, the contractor shall provide and install the appropriate adapter bezels necessary for mounting the jack inserts in the poke-through floor devices.
  - e. Wall-Mount Telephone communications stations shall utilize a Systimax wall mount phone plate, *part number 104206701*. At each of these locations, the second cable shall be connectorized, tested, and left behind the wall for future use.
  - f. Any cable damaged or exceeding recommended installation parameters during installation shall be replaced by the Vendor prior to final acceptance at no cost to the NTTA.

### **CAMPUS, MAIN LANE PLAZA AND REMOTE SITES CABLE REQUIREMENTS**

1. The Vendor shall be able service and install AMP, Ortronics, Panduit and other products already used by the NTTA at their locations.
2. The Vendor should not install any standalone biscuits, unless authorized by the NTTA. The Vendor should terminate all new cables in the existing Patch panel.
3. The Vendor should utilize any existing cable management to properly route the cables to the patch panel at the NTTA locations
4. The vendor shall use CAT5E/CAT6 when specified by the NTTA; the NTTA will determine the cable type for the task.
5. Any cable damaged or exceeding recommended installation parameters during installation shall be replaced by the Vendor prior to final acceptance at no cost to the NTTA.
6. Any cable exposed to outside environments are required to place in flex or rigid conduit, unless specified by the NTTA

### **LABELING, TESTING & ADMINISTRATION**

#### **1. Labeling**

- a. Cables shall be identified by a self-adhesive label in accordance with this specification and ANSI/TIA/EIA-606. The cable label shall be applied to each cable behind the faceplate on a section of cable that can be accessed by removing the cover plate.
- b. Labels shall be provided at each of these locations:
  - i. Faceplates & Surface-Mounted Boxes
  - ii. Racks & Cabinets
  - iii. Patch Panels & Termination Boxes
  - iv. All Cables Within 1" of Termination
- c. Station Faceplates and patch panels shall be labeled utilizing a scheme approved by the NTTA.
- d. Each label shall be a computer-generated label.
- e. Patch Panel ports will be labeled per the NTTA, the vendor shall use the next open port number for the new port. The vendor will submit a report detailing the new port and its

destination at the location to the NTTA

## 2. Testing Administration

- a. Printed cable test results must be provided to NTTA sorted in numerical order with electronic backups. All documentation must be approved by the NTTA before it is created or accepted.
- b. The Vendor shall own the equipment necessary to test the cabling installation. Test equipment shall have been calibrated by the manufacturer within the last year and shall be field calibrated daily.
- c. All testers shall be calibrated and logged daily by serial number, time, and technician by using a Vendor provided and marked reference cable.
- d. Test results shall be updated in a log that is furnished to the NTTA's Project Manager. Log information shall include:
  - i. Date of Test
  - ii. Technician at Test Head
  - iii. Result of Test
  - iv. Action Taken
  - v. Type of Test Performed (Channel – Link)
- e. All test results shall include the name of the technician at the test head location on each test.
- f. For all cable tests, the NTTA (or representative) shall be present at the beginning of testing and at such times as NTTA deems appropriate. Vendor shall notify the NTTA at least 24 hours in advance prior to beginning testing.
- g. The Vendor shall submit documentation verifying the latest version of test set software is installed on each tester.
- h. The Vendor shall be responsible for providing any test-set adapters specific for the Systimax product to meet the specified testing requirements.
- i. NTTA requires the random testing of selected cable runs verifying adherence to the cable specifications for each type of cable. If the random cable test results fail to adhere to the specifications and/or deviate significantly from the test reports, NTTA shall require the Vendor to retest additional cables to determine the cause of the discrepancy. In the event there are discrepancies with these cables tested, NTTA reserves the right to require the Vendor to retest all cables at no additional cost to the NTTA.
- j. The installation shall not be accepted or considered complete until one hundred percent (100%) of all cables have been tested and passed the required testing and documentation parameters set forth in this document. Project Data Center shall be inspected by Systimax and accepted as meeting TIA/EIA installation practices and those required by Systimax Installation Practices. Any portion of the installation that does not meet these criteria will not be accepted. Project closeout will not commence, nor will final payment be rendered until any deviations have been rectified.
- k. Any cable test that fails to pass the required specification must be saved and documented with a written explanation of the problem and the corrective action taken. The new test must be attached that shows the passing test result.

- I. Inclusive in this project pricing, the Vendor shall include a response time of twenty-four (24) hours to repair/replace defective cable and/or connections under normal circumstances and four (4) hours in an emergency. Emergencies are defined as backbone connections or any connection that is critical to the operation of the NTTA. This commitment is binding upon the Vendor until project completion.

### **In-Building Copper Testing**

1. All twisted-pair copper cable pairs shall be tested for continuity, pair reversals, shorts, opens and performance capabilities. Report provided to the NTTA detailing all results of the testing
2. Faults in wiring shall be corrected and the cable re-tested prior to final acceptance.
3. Copper backbone shall be tested in accordance with the Horizontal Cable Testing section of this document.

### **In-Building Fiber Testing**

1. All fiber cabling shall be tested for continuity on the reel as it arrives on site to insure the cabling is not damaged before installation. Report provided to the NTTA detailing all results of the testing
2. Each installed fiber strand shall be tested bi-directionally at both 850 and 1300 nm.
3. The acceptable loss budget shall be calculated based on the manufacturer's specifications for the cable and connectors utilized and shall be coordinated with the NTTA's Representative.

### **Horizontal Cable Testing**

1. Test equipment shall be the latest version of Fluke DSP 4300 series Testers. Mixing of manufacturer brands or models will not be accepted. Report provided to the NTTA detailing all results of the testing
2. A Channel Test is required for each horizontal cable to Category 6 specification.

### **Documentation / Project Closeout**

1. This project requires that the Vendor provide the Systimax Warranty. The Vendor shall provide the warranty certificate as the final deliverable to signify completion of work.
2. The Test Results Documentation shall include two (2) soft copies. The soft copy case shall be marked with the Project Name, Project Description, and date of project completion (day, month & year). These results shall include:
  - a. Cable type
  - b. Printout of test frequencies
  - c. Conductor pair & cable identification
  - d. Test direction
  - e. Setup reference
  - f. Installer's name(s)
3. The NTTA's Project Manager shall verify all installation requirements have been completed during a joint inspection with the Vendor prior to project completion. There are

no provisions for automatic acceptance. Final payment shall only be due after completion of these requirements. The project shall be considered accepted upon delivery of written notification by the NTTA's Project Manager to the Vendor.

4. Project Acceptance Criteria:

- a. Project testing has been completed and all documentation has been received and accepted by the NTTA's Project Manager.
- b. All products have been properly installed and verified during the joint walkthrough and any scraps or trash has been removed from the job site.
- c. All fire stop material has been installed and the space accepted by city inspectors and the General Contractor.
- d. All labeling has been completed in accordance with this document.
- e. The manufacturer's warranty certificate has been received by the NTTA's Project Manager.
- f. Final invoicing has been submitted and approved.

**V. COST PROPOSAL**

<b>Item#</b>	<b>Item Description</b>	<b>Unit</b>	<b>Unit Cost Year One</b>	<b>Unit Cost Year Two</b>	<b>Unit Cost Year Three</b>
1	Technician Normal Hours 8:00 to 5:00 pm	1HR			
2	Technician overtime @ 1.5 HR	1HR			
3	Systemax Certified Technician Normal HR 8:00 to 5:00 pm	1HR			
4	Systemax Certified Technician overtime @ 1.5 HR	1HR			
5	Emergency Call	1HR			
6	Materials for (1) Cable Network Drop	1EA			
7	Materials for (2) Cable Network Drop	1EA			
8	Materials for (3) Cable Network Drop	1EA			
9	Materials for (4) Cable Network Drop	1EA			
10	48 Port Patch Panel	1EA			
11	Wire management panel	1EA			
<b>TOTAL (Inclusive of Items 1 through 11)</b>					

Vendor Information Page

Please Print or Type

FIRM'S NAME: \_\_\_\_\_

FIRM'S PHYSICAL ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

FIRM'S MAILING ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

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

\_\_\_\_\_  
FIRM'S AUTHORIZED AGENT

\_\_\_\_\_  
AUTHORIZED AGENT'S SIGNATURE

\_\_\_\_\_  
TITLE

Acknowledgement of Addendum (please initial for each addendum)

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

# **ATTACHMENT A**

## **CONFIDENTIALITY AND NON-DISCLOSURE STATEMENT**

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

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

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

**IN WITNESS THEREOF**, executed this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

### **RESPONDENT:**

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

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

\_\_\_\_\_

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

# ATTACHMENT B

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<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>	<div style="border: 1px solid black; padding: 2px;"><b>OFFICE USE ONLY</b></div> <p>Date Received</p>	
<b>1</b> Name of person who has a business relationship with local governmental entity.		
<b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)		
<b>3</b> Name of local government officer with whom filer has employment or business relationship.  _____ Name of Officer		
<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>		
<b>4</b>		
_____ Signature of person doing business with the governmental entity	_____ Date	

**AFFIDAVIT CONFLICT OF INTEREST AND DISCLOSURE STATEMENT**

Project:	Data Center and Campus Cabling Maintenance
RFB number:	RFB 03637-NTT-00-GS-IT

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:

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[ ] 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:

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

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---

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

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

The following document outlines:

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

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

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

##### **2. Commercially useful function criteria**

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

### **3. Factors to determine good faith efforts**

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

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

### **4. Contractor's responsibilities**

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

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

#### ***Information for construction and maintenance related projects***

*For all construction and maintenance related projects, Form 4906 must be submitted to the Authority no later than 5:00 pm on the 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 <https://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx>

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

Prime contractors must submit monthly reports, no later than the 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 are also required to electronically submit their respective 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: <https://pro.prismcompliance.com>

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

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

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

**Contract No:** 03637-NTT-00-GS-IT

**Project:** Data Center and Campus Cabling Maintenance

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** \_\_\_\_\_ **20** % 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 Authority's web-based computer system that tracks the monthly subcontractor payment reporting for NTTA contracts.

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

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

**2. Contractor's Obligations**

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

<https://pro.prismcompliance.com>

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

The Contractor must understand the procedures listed in the Pre-Award and Post-Award Compliance sections of the CCM which can be found at the NTTA website at

<https://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx>.

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

### **3. Equipment**

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

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

### **4. Documentation**

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

### **5. Noncompliance**

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

### **6. Measurement and Payment**

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

## BUSINESS DIVERSITY REPORTING FORMS

FORM 4906

FORM 4907

FORM 4908





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

<b>Contract No.:</b>	<b>number</b>	<b>County:</b>	<b>Name</b>
<b>SA/WA/ETC#:</b>	<b>number</b>	<b>Reporting Period</b> (M/D/Yr to M/D/Yr)	<b>date to date</b>
<b>Contractor:</b>	<b>Name</b>	<b>Original Contract Amount:</b>	\$ -
<b>D/M/WBE Goal:</b>	<b>0.00%</b>	<b>Current Contract Amount:</b>	\$ -
<b>D/M/WBE Goal Attained to Date:</b>	<b>0.0%</b>	<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>number</b>	<b>Original Contract Amount:</b>	\$ -
<b>SA/WA/ETC#:</b>	<b>number</b>	<b>Final Contract Amount:</b>	\$ -
<b>Contractor:</b>	<b>Name</b>	<b>D/M/WBE Goal Amount:</b>	\$ -
<b>D/M/WBE Goal:</b>	<b>0.00%</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**

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

**Contract No.: 03637-NTT-00-GS-IT**  
**Project: Data Center and Campus Cabling Maintenance**  
**Location: Gleneagles**  
**County: Collin**

**Laws to be Observed.** The Consultant shall comply with all federal, state, and local laws, ordinances, and regulations applicable to the performance of the Services. **THE CONSULTANT SHALL INDEMNIFY AND HOLD HARMLESS THE AUTHORITY AND ITS REPRESENTATIVES AGAINST ANY CLAIM ARISING FROM VIOLATION BY THE CONSULTANT OF ANY LAW, ORDINANCE, OR REGULATION APPLICABLE TO THE SERVICES.** The Agreement is between the Authority and the Consultant only. Except with respect to claims arising from the Consultant's indemnity obligations owed to the Authority's directors, employees, and consultants, 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 Consultant shall not commence performing the Services under the Agreement until it has furnished the Authority with satisfactory proof that the Consultant has obtained insurance of such character and in such amounts as set forth below. The Consultant shall submit complete policies or certificates evidencing the policy coverage's and stipulations. The certificate submittals shall be provided on forms adopted by the Association for Cooperative Research and Development (ACORD).

The Consultant 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 Consultant's performance of the Services, such insurance as will cover the obligations and liabilities of the Consultant and its agents, employees, and subconsultants which may arise from the Services or the Consultant'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 Consultant hereby agrees that all policies shall be on an ACORD Form. Except for professional liability insurance, occurrence-based policies are required. Any professional liability policy written on a claims-made basis must include coverage for an extended reporting period of not less than five years from the termination of the coverage period under the policy. The Consultant hereby agrees that the Authority has

the right to review the insurance providers, and that all companies must be acceptable to the Authority.

**Each of the required policies (1), (2), and (3) listed below shall be endorsed to reflect a “Waiver of Subrogation” in favor of the Authority and the Additional Insured.**

Until the expiration of all applicable Texas statutes of limitations, the Consultant shall secure and maintain, in the Consultant’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

(2) **Commercial General Liability Insurance** covering the Consultant with minimum limits of:

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

- \$1,000,000** General Aggregate
- \$1,000,000** Products and Completed Operations Aggregate
- \$1,000,000** Personal and Advertising Injury
- \$1,000,000** Each Occurrence
- \$50,000** Fire Damage

(3) **Business Auto Liability Insurance** with minimum limits of **\$500,000** 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) **Umbrella Liability Insurance** with minimum limits of **\$1,000,000** per occurrence and in the aggregate annually, as applicable, within the underlying policies. The Umbrella Policy shall contain the provision that it will continue in force as an underlying insurance in the event of exhaustion of underlying aggregate policy limits.

(5) **Professional Liability Insurance** in the amounts normally carried for its own protection in the practice of providing architectural/engineering services, but in no event less than **\$1,000,000** per claim and **\$1,000,000** per aggregate.

(6) The **Authority and TxDOT** shall be included as additional insureds by endorsement to all policies required under the Agreement, other than Workers' Compensation and Professional Liability Insurance policies.

(7) **Insurance for Subconsultants.**

**Insurance for any Subcontractor** hired to work on this Contract will be the responsibility of the Primary Consultant and may be addressed by one of the following options:

(a) **Option 1:** The Contractor shall secure and maintain, until the expiration of the applicable Texas statute of limitations, Certificates of Insurance from all subconsultants, evidencing the proper types of insurance coverage's for the work to be performed by the Subconsultant. The Consultant shall also ensure that the Subconsultants required insurance coverage's are in amounts sufficient to cover the type of work assigned to the subconsultant, which coverage's will be approved by the NTTA; or

(b) **Option 2:** The Consultant shall take responsibility for the subconsultants insurance coverage by including the subconsultant as an additional insured under their required insurance coverage's.

(c) Insurance Certificates of subconsultants and sub-subconsultants will be maintained by the Consultant for the duration of the project.

**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 Program Administrator."**

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

**Duration of Coverage.** The Consultant 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 Consultant 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 Consultant shall stop all work until it provides acceptable documentation to the Authority. The Consultant shall notify the

Authority, in writing, by certified mail or hand delivery of any material change in the insurance coverage of the Consultant or any subconsultant or sub-subconsultant 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 Consultant 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 Consultant nor the failure to disapprove that insurance shall relieve the Consultant from full responsibility for any liability as set forth herein

**Waiver by the Consultant.** The Consultant 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, consultants, 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 Consultant 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 coverage's by reason of such waiver.