



NORTH TEXAS TOLLWAY AUTHORITY

**NORTH TEXAS TOLLWAY AUTHORITY
RFP 03528-NTT-00-GS-MA
FLEET FUEL CARD SERVICES**

PROPOSALS DUE:

November 20, 2012 @ 2:00pm CST

At the following location:

**NORTH TEXAS TOLLWAY AUTHORITY
Attn: Procurement Services
5900 West Plano Parkway, Suite 100
Plano, Texas 75093**

PRE-PROPOSAL MEETING:

November 6, 2012 @ 3:00pm CST

At the following location:

**NTTA Boardroom
5900 West Plano Parkway, Suite 200
Plano, Texas 75093**

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 RFP 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 RFP and that it agrees with such terms and conditions except those to which it specifically objects in writing.
Acknowledgement of Addendum (please initial for each addendum)

"I acknowledge receipt of each addendum to this RFP 03528-NTT-00-GS-MA."

Vendor is required to check each box below for the addenda provided.

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

FIRM'S AUTHORIZED AGENT

AUTHORIZED AGENT'S SIGNATURE

TITLE

ATTENTION ALL RESPONDENTS: THIS FORM MUST BE COMPLETED AND INCLUDED WITH YOUR RESPONSE – IT SHOULD BE PLACED IN A SECTION OF YOUR RESPONSE LABELED “REQUIRED FORMS AND DOCUMENTS”

REQUIRED RESPONSE CHECKLIST:

The following checklist is provided as a convenience to aid Proposers in responding to this RFP. 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
- Technical Proposal, per the Scope, Attachment D
- Cost Proposal, per Attachment E
- Addenda acknowledgements, if applicable (the signed acknowledgement form must be included in the response to the RFP)

Questions about the RFP should be directed via e-mail to Mr. Reggie Sanderfer, Senior Buyer, at rsanderfer@ntta.org no later than November 9, 2012 @ 4:00pm CST.

I. INTRODUCTION

A. BACKGROUND

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

Chairman Kenneth Barr (Tarrant County)
Vice Chairman Bill Moore (Collin County)
Victor T. Vandergriff (Tarrant County)
Jane Willard (Collin County)
David R. Denison (Denton County)
Matrice Ellis-Kirk (Dallas County)
George “Tex” Quesada (Dallas County)
Michael R. Nowels (Denton County)
William D. Elliott (Governor’s appointee)

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

B. INTENT

The purpose of this solicitation is to solicit proposals for Fleet Fuel Card Services.

Sealed proposals marked RFP 03528-NTT-00-GS-MA Fleet Fuel Card Services will be received by Director of Procurement Services, North Texas Tollway Authority, 5900 West Plano Parkway, Suite 100, Plano, TX, 75093.

Proposals will be accepted until November 20, 2012, 2:00pm CST. Proposals 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 proposal 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 proposals. 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 RFP, provided such action is in the best interests of the NTTA. Where the NTTA waives minor technicalities in a Proposal, such waiver does not modify the RFP requirements or excuse the Respondent from full compliance with the RFP. Notwithstanding the waiver of any minor technicalities, the NTTA holds all Respondents to strict compliance with the RFP.

C. TELEGRAPHIC/ELECTRONIC PROPOSAL RESPONSES

Proposal 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 proposal responses either by airfreight, postal services, or by other means.

D. TERMS OF CONTRACT

The contract will become effective upon final execution of contracts by both parties. The contract period shall be for five (5) years. This contract may be terminated by the NTTA with a thirty (30) day written notice to the other party regardless of the reason.

E. INQUIRIES

Questions about this RFP should be directed in writing, via e-mail to Senior Buyer Reggie Sanderfer at rsanderfer@ntta.org, no later than November 9, 2012 by 4:00PM 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. Senior Buyer Reggie Sanderfer
03528-NTT-00-GS-MA

From the issuance date of this RFP until a firm/individual is selected and the selection is announced, firms are not allowed to communicate regarding this RFP with any NTTA officer, employee or consultant. Any inquiry regarding this RFP 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 RFP.

F. INTERPRETATIONS AND ADDENDA

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

G. 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 Proposal and, Quotation, are all offers from the Proposer. NTTA has established for the purposes of this RFP that the words “shall,” “must” or “will” are equivalent in this RFP and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the Authority. A deviation is material if, at the sole discretion of the Authority, the deficient response is not in substantial accord with this RFP’s mandatory condition requirements. The words “should” and “may” are equivalent in the RFP 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 proposal, but may result in being considered as not in the best interest of the Authority.

H. SCOPE

(ATTACHMENT D)

II. RESPONSE TO THIS RFP

A. EXAMINATION OF RFP DOCUMENTS

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

B. PROPRIETARY INFORMATION

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

C. PROPOSAL SUBMITTAL GUIDELINES

Proposals should be as brief and concise as possible, providing relevant information and excluding marketing materials. Responses are limited to 20 pages (8.5x11), single sided and will included typed text, graphics, charts and photographs. Charts and Exhibits may a larger size but must be folded to the standard size when submitted. Each proposal must include all of the following content in each of the following sections:

1. Cover Letter: A brief one-page cover letter should summarize key elements of the proposal. The cover letter should include the name, address and telephone number of

the proposer and all key personnel that will assist in providing the requested equipment and service. The letter should be signed by an individual authorized to submit the required information to the NTTA.

2. Table of Contents: Describe the contents of the proposal (one page)
3. Vendor Information Page: An individual authorized to bind the consultant's firm must sign the vendor information page. Indicate the address and telephone number of the contact person for this assignment. (This does not count against your total of 20 pages)
4. Technical Proposal-The technical proposal should address each requirement listed in the scope of services, Attachment D. The technical proposal should also contain any additional benefits, features, options, etc. that the proposed solution can provide.
5. Firm Experience and Qualifications:
 - a. A brief descriptive statement indicating the Proposer's credentials to deliver equipment and services sought under this RFP.
 - b. Areas of specialization.
 - c. A brief description of Proposer's background and organizational history.
 - d. List of all awards, certifications and recognitions received that are applicable to the Staffing industry
 - e. Years in business.
 - f. Location of offices.
 - g. Form of business (i.e., individual, sole proprietor, corporation, non-profit, joint venture, Limited Liability Company, etc.)
 - h. A statement as to whether Proposer or any of the Proposer's employees, agents, independent contractors, or subcontractors have been convicted of or plead guilty to any felony; and if so, an explanation providing relevant details.
 - i. A personnel roster of key staff who shall be assigned by Proposer to perform with equipment services under the agreement
 - j. Details of any failed agreements, and/or refusal to complete an agreement within the last (5) years. If an agreement has been cancelled or terminated, provide name, address and phone number of the client who terminated the agreement. Explain reasons for cancellation.
6. References: Provide the names and contact person(s) of your firms five (5) most relevant references for which your firm has provided equipment and services comparable to the equipment and services described herein over the past three (3) years. At a minimum, the following information should be included for each reference:
 - a. Name, address and contact information of references, including email address (reference should be the appropriate staff member that was associated with that project)
 - b. Description and scope of work
 - c. Explanation of perceived relevance of the experience to the RFP

7. Cost Proposal
(ATTACHMENT E)

III. PROPOSAL REQUIREMENTS

A. SUBMISSION OF PROPOSALS

The proposer must submit one (1) original hard copy and five (5) additional hard copies of the complete written proposal to:

Procurement Department – Director of Procurement Services
North Texas Tollway Authority
5900 West Plano Parkway, Suite 100
Plano, TX 75093

The respondent should clearly mark the outermost envelope of the submittal with RFP 03528-NTT-00-GS-MA Fleet Fuel Card Services.

The NTTA is not responsible for submittals received but not clearly marked. It shall be the responsibility of each bidder to deliver its proposal 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 proposal 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.

B. SCHEDULE OF EVENTS

Public notification/advertisement	October 26, 2012 November 2, 2012
Pre-Proposal Meeting	November 6, 2012 3:00pm CST
Deadline for submitting questions	November 9, 2012 4:00pm CST
RFP Responses due	November 20, 2012 2:00pm CST

Questions concerning the RFP are due in writing via e-mail to Senior Buyer Reggie Sanderfer at rsanderfer@ntta.org. All responses to such questions will be distributed to all potential respondents.

C. 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 proposals. Any discrepancies between this official time clock and any other time keeping devices are not the responsibility of the NTTA. Late proposals will be returned unopened to the submitting firm.

D. PROPERTY OF NORTH TEXAS TOLLWAY AUTHORITY

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

E. EVALUATION OF PROPOSALS

Proposals will be evaluated on the basis of their responses to all provisions of this RFP. The Authority may use some or all of the criteria below in its evaluation and comparison of proposals submitted. The stage I criterion listed is not necessarily an all-inclusive list.

- Compliance with RFP Requirements, per Scope 25%
- Experience and Qualifications 25%
- Fuel Rebate/Discount Offered 15%
- Total Cost of Solution/Fees 25%
- Data Integration/Transaction Information 10%

The NTTA may bring short listed respondents in for stage II evaluations. The criteria used in the second stage may be different from the criteria above. For stage II scoring, the NTTA may choose to carry forward some or all of stage I scoring.

IV. ADDITIONAL TERMS & CONDITIONS

A. OPEN RECORDS

Respondents are advised that information included in a proposal 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 proposal may include information that the Respondent believes in good faith to be proprietary or commercial information and that the Respondent otherwise keeps confidential for competitive reasons is responsible for identifying and proving that such information qualifies for an exception to public disclosure under the Act. Each item of such information must be separately and conspicuously labeled "Confidential Proprietary Information." NTTA, its directors, officers, employees, agents, and attorneys shall not be liable for any disclosure of any information submitted in a response to this RFP. By submitting a proposal, 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 proposal, including information labeled as "Confidential Proprietary Information." The Respondent also authorizes NTTA, at its sole option, to submit any information contained in the proposal, 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 services awarded any Proposer under this RFP. The successful Proposers shall assume total responsibility for all deliverables awarded to them. Further, the NTTA will consider the successful Proposers to be the sole point of contact with regard to contractual matters, including payment of all charges resulting from the contract. No sub-contractor will be paid directly by NTTA. The successful Proposers will be solely responsible for the success of the portion of the entire project awarded to them under this RFP.

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 response. NTTA will send payment to the company designated on the Proposer's. However, the Authority will not be responsible for resolving payment issues should the Proposer change payment processing companies after a payment has been mailed or without 45-day written notification to the Purchasing and Accounting divisions of NTTA.

E. TAX EXEMPT AUTHORITY

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

F. STATEMENT OF CONFIDENTIALITY

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

G. LAWS AND REGULATIONS

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

H. INCURRING COSTS

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

I. NEGOTIATIONS

NTTA reserves the right to negotiate the terms and conditions of the contract with any of the evaluated Proposers. Should the successful Proposer and NTTA fail to come to an agreement, the Authority may at its sole discretion award services to any of the remaining Proposers. The Proposer to whom the contract is awarded shall be required to enter into a written contract with NTTA in a form approved by legal counsel for the Authority. This RFP and the proposal, or any part thereof, shall be incorporated into and made a part of the final contract.

J. CLARIFICATION

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

K. HOLD HARMLESS AGREEMENT

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

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

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

M. EQUAL OPPORTUNITY

Each Proposer submitting a proposal 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 orientation, gender identity, veteran status, national origin, ancestry or physical handicap.

N. BUSINESS DIVERSITY POLICY INFORMATION

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

O. DISCLAIMER OF LIABILITY

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

P. INSURANCE

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

Q. LICENSES/CERTIFICATES

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

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

R. GENERAL

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

S. GUARANTEE

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

T. REVOLVING DOOR

The NTTA has adopted an Employee Ethics Policy that includes the following “revolving door” provision: “An employee after leaving NTTA employment shall 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 shall 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.

U. VENDOR POLICING OF EMPLOYEE ETHICS POLICY

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 shall promptly report to the NTTA any conduct by an employee that the Contractor reasonably believes may be in violation of the Policy.

<https://www.ntta.org/whoweare/policies/Pages/default.aspx>

ATTACHMENT A

CONFIDENTIALITY AND NON-DISCLOSURE STATEMENT

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

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

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

IN WITNESS THEREOF, executed this _____ day of _____, 2012.

RESPONDENT:

(Signature)

Name/Title: _____

Company Name: _____

ATTACHMENT B

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

OFFICE USE ONLY

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

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

A person commits an offense if the person knowingly violates Section 176.001(1-a), Local Government Code. An offense under this section is a Class C misdemeanor.

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

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

Name of Vendor or person seeking business with NTTA

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

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

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

Insert conflict here, or state NA

Name of Officer

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

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

Yes No

Complete A-C if a conflict exists

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

Yes No

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

Yes No

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

Identify relationship if applicable

4 Signature Required

Signature of person doing business with the governmental entity

Date

Date

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

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

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

Signature

Name

Title

SWORN TO AND SUBSCRIBED BEFORE ME by the said _____
this

_____ day of _____, 2012, 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 proposal 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 proposal.

Signature of Person Certifying for Proposer

Date

(Original signature required)

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 proposal 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 shall nevertheless be eligible for award of the contract if it can demonstrate to the NTTA that it has made a good faith effort to meet the goal. The factors that determine if a good faith effort has been met are set forth in the CCM (page 23).

4. Contractor's responsibilities

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

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

Information for construction and maintenance related projects

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

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

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

5. Monthly reporting and compliance requirements

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

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

6. Noncompliance enforcement

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

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

Contract No: RFP 03528-NTT-00-GS-MA

Project: Fleet Fuel Card Services

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 _____ **GFE** % 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 shall submit a Monthly Subcontractor Progress Report (Form 4907) to the Business Diversity Department (BDD). Form 4907 reflects actual payments made for the specific month indicated. Information provided on Form 4907 is utilized to monitor and track the percentage of work performed by all subcontractors and to confirm whether the contract-specific goal established is fulfilled.

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

2. Contractor's Obligations

The Contractor shall utilize the NTTA PRISM system for monthly subcontractor payment reporting and other reporting compliance as outlined in the CCM. Contractors will have a designated User ID and password to login to the NTTA PRISM system and may access the NTTA PRISM system over the internet 24 hours a day, seven days a week via the following link: <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 shall understand the procedures listed in the Pre-Award and Post-Award Compliance sections of the CCM which can be found at the NTTA website at <https://www.ntta.org/procurement/busdiv/bestpractices/Pages/default.aspx>.

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

3. Equipment

The Contractor shall obtain the necessary computer equipment, at its own expense, to access the NTTA PRISM system. Please refer to the General Notes in the plan set regarding the list of computer equipment and software required for this project to meet the requirements set forth in the in the Special Provision 0.19, "Importance Notice to Contractors – NTTA Enterprise Project Delivery System", 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 shall contact the Business Diversity Department to have the software repaired and for directions of processing required documentation until the NTTA PRISM system is operational. Once the NTTA PRISM system is in operation again, the Contractor shall upload the required documentation through the NTTA PRISM system.

4. Documentation

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

5. Noncompliance

The Contractor shall understand and be required to comply with the procedures listed in the Pre-Award and Post-Award Compliance sections of the CCM which can be found at the NTTA 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.

ATTACHMENT C

BUSINESS DIVERSITY REPORTING FORMS

FORM 4906

FORM 4907

FORM 4908



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

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

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

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

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

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

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

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

Signature: _____
Authorized Company Official
Date

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



**NORTH TEXAS TOLLWAY AUTHORITY
SUBCONTRACTOR FINAL REPORT**

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

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

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

Signature of General Contractor: _____ Date: _____

AFFIX NOTARY STAMP/SEAL ABOVE

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

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

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

Attachment D

SCOPE OF SERVICES

Fleet Fuel Card Services

The NTTA is seeking proposals for Fleet Card Fueling Services. The Fleet Card will be used primarily for fuel purchases. The NTTA, at its discretion, may wish to extend its use to non-fuel purchases or minor services or repairs; may wish to limit product type(s); and may wish to limit per transaction or daily quantities. Pay-at-the-pump sales and/or manual sales transactions should be available at all fueling locations.

The requirements below are intended to give a general guideline or parameters for what the NTTA will require. It is encouraged that proposers provide additional features and options that are available with their fuel card solution. The proposer's technical proposal presented should address the requirements below, as well as explain and/or describe additional features, options and benefits of the proposed solution. The term of this contract shall be for a period of 5 years.

Delivery Location/Designated Person: Fleet Fueling Cards shall be delivered to Floyd Spencer, Maintenance Support Manager, or designated agent, 1080 Ohio Drive, Plano, Texas 75203.

1. **APPROXIMATE USAGE:** Estimated annual fuel usage on fleet fueling cards is 50,000 gallons of unleaded gasoline, and 40,000 gallons of diesel. Approximate usage does not constitute an order, but only implies the probable quantity the NTTA will use. Product(s)/Service(s) will be ordered on an as-needed basis. Approximate number of vehicles to be authorized: 90 current (110 anticipated maximum). NTTA reserves the right to add or delete any driver or vehicle at any time without additional expense. Approximate number of drivers to be authorized: 195 current (215 anticipated maximum). Service shall be available, however, to an unlimited number of drivers and vehicles. At NTTA's discretion they should be able to add vehicles and drivers at will, without any additional fees.
2. **BACKGROUND:** NTTA's fleet fuel card usage is primarily in the State of Texas, but may be used in any location which accepts vendor's fueling card. Fuel is purchased on an as-needed basis, with no guaranteed minimum per month to be purchased.
3. **OBJECTIVES:** Fleet card fueling services must be universal with locations in all of the continental United States. The term "universal" in this document means that generally all major gas stations, such as: Conoco, Amoco, Chevron, Citgo, Fina, Getty, Mobil, Exxon, Sunoco, Valero, Coastal, Hess, Shell, Diamond Shamrock, Gulf Oil, etc., as well as many other regional/local companies are currently accepting the card for purchases at their stations. Provider must have multiple locations within each state, taking into consideration the population of each of the states. It is desirable that Provider have multiple locations in the cities of and around the Dallas/Fort Worth Metroplex.
4. **STATEMENT OF WORK:** Offeror shall submit complete information regarding the services offered and shall indicate charges for special services as applicable. There shall be no hidden expenses included in the contract award. A copy of all forms required by your company shall be submitted with this proposal document.
5. **CREDIT LIMIT:** NTTA requests a beginning credit limit of \$70,000. NTTA may request that this limit be extended upwards during the contract period should the NTTA's usage increase or should fuel prices escalate. Please indicate time frame

needed for approval of increased credit limit. System access by users shall not be denied without prior notification to NTTA.

6. **FEES:** Offeror must describe in detail the nature and extent of all fees applicable to their program; i.e., monthly/annual card fees, transaction fees, software fees, report fees, etc.
7. **SYSTEM ACCESS:** NTTA desires that the cards be assigned to the vehicle and that the driver be assigned a PIN number by NTTA which shall be valid for use with any NTTA authorized vehicle. A six-digit, all numeric PIN is preferred.
 - a. Explain in detail your company's process of issuing cards: (1) initial issue; (2) additional issue; (3) reissue/renewal.
 - b. Explain in detail your company's process of issuing driver ID/PIN numbers. The NTTA should have the ability to assign the PIN numbers.
8. **LIABILITY:** The Contractor shall provide monthly statements of all charges and other amounts due. The NTTA shall be liable for all authorized charges, provided that the use is within the required authorization control limits assigned by the NTTA. All non-electronic sites shall be noted on the monthly billing. Any purchase which was not electronically authorized and may result in a balance temporarily exceeding the billing cycle or single purchase limits shall not constitute any additional charges being added to the billing. Non-fuel transactions shall be flagged and item(s) purchased shall be identified on billing and reports. Original fuel card receipts shall be given to the driver at the time of the purchase.
9. **SECURITY:** The NTTA shall not be liable for charges resulting from the unauthorized use of any credit card. For this purpose, an unauthorized use is one that was incurred by someone other than an authorized NTTA employee who did not have actual, implied, or apparent authority to use the credit card. Please provide your company's security measures concerning lost/stolen cards, as well as security measures to ensure that no unauthorized use of the cards occurs at such time when at the pump card use is not available and a manual inside transaction is required.
10. **CUSTOMER SERVICE:** Contractor shall provide driver receipts for all purchases; shall provide 24-hour customer service for any problems arising from fueling; and shall provide 24-hour customer service for reporting lost/stolen cards or unauthorized users. Please provide a listing of all other services provided by your company. Also, please indicate if new driver information packets are furnished by your company and what charge, if any, is applicable. Website access for adding, terminating, or re-instating drivers and vehicles is required, with optional telephone access.
11. **CANCELLATION OF CARDS:** Please include in this proposal your company's procedure for cancellation of cards. Website access is required.

12. **CASH ADVANCES:** The fleet card shall not be used, under any circumstances, for cash advances from banks, automated teller machines, or any location providing such advances. The Contractor shall ensure that all accounts are blocked from this type of activity.
13. **REPORTING AND REPLACEMENT OF LOST/STOLEN CARDS:** Please provide NTTA with your company's detailed procedures for reporting and replacing lost/stolen cards.
14. **CARD DESIGN:** Cards may require special card embossing, such as no company name or vehicle number embossing. Please state if such cards will be available.
15. **WEBSITE:** Please give details and list services/reports that would be available to NTTA through your website. NTTA shall have the ability to view drivers and status both active and inactive; view vehicles and status both active and inactive; request vehicle/driver status change via internet; request to add vehicle/driver via internet; to view current transactions; and to view report data. In addition, the system shall have the ability to export transaction data to NTTA in Excel format. Transaction data shall include, but not be limited to: date, time of transaction, location, vendor name, quantity purchased, cost per gallon, gross cost, federal taxes, net cost, driver identification, and product.
16. **INVOICING:** Please furnish sample invoicing.
17. **PUMP TRANSACTION DATA:** All fuel transactions shall require driver ID and an odometer entry. At a minimum, the Contractor shall insure that the following data is contained on the original receipt given to the driver at the time of each fleet card purchase:
- Vehicle Number
 - Vehicle Card Number
 - Odometer Reading
 - Name of Fueling Site
 - Location of Fueling Site
 - Transaction Date
 - Transaction Time
 - Number of Fuel Gallons
 - Fuel Type (unleaded regular, unleaded plus, unleaded premium, diesel)
 - Fuel Cost per Gallon
 - Total Fuel Cost
 - Non-Fuel Purchases or Repair Costs, if any
 - Total Sale
- Please indicate whether the above information will be included on receipts for manual purchases also. If all information will not be included, please indicate the items that will be included.

18. **FEDERAL FUEL TAX EXEMPTION:** NTTA is by law exempted from Federal Fuel Taxes. Therefore, Offeror shall provide your Company's procedures for handling these fuel taxes. NTTA will provide tax information to Contractor upon request.
19. **DISPUTED TRANSACTIONS:** The Offeror shall include as an attachment to this proposal an explanation of their dispute resolution process.
20. **REPORTING:** The Offeror shall include as an attachment to this proposal a detailed listing of all reports available to the Purchaser under the standard agreement and costs, if any, associated with each report. Offeror shall state if information is available for selected time frame (e.g. from date to date) and/or on a daily, weekly, and monthly basis. Also, please indicate if custom reports are available and the cost associated with such reports, if applicable. Please submit a sample copy of all reports detailed in this section. Offeror shall describe manner of reporting and identifying non-fuel products purchased such as DEF, oils, antifreeze, etc.
21. **GENERAL INFORMATION REQUESTED:** The offeror shall provide in the submittal of the proposal the following information:
- a. Listing of all stations that accept the fueling card offered
 - b. Total number of fueling sites in Texas
 - c. Total number of fueling sites in the continental USA
 - d. Turnaround time for vehicle and driver authorizations. Should indicate the time via fax/telephone, US mail, e-mail or Website.
22. **DISCOUNTS/REBATES:** The Proposer should indicate the price per gallon discount/rebate off the pump prices offered to NTTA, if any. If a sliding scale, please so indicate.
23. **MISCELLANEOUS INFORMATION REQUESTED:**
- a. Proposer shall include, with their proposal, a detailed list of any/all charges that may be incurred by the NTTA, which have not been covered in this RFP.
 - b. NTTA is interested in learning about enhanced features and services that reach beyond the NTTA's basic requirements. Proposer should include with this RFP response a detailed description of all additional services offered and costs associated with such services. Said services shall be considered as available options only. Any additional options will not be weighted in evaluated and award of this RFP response.
24. **FINANCIAL STATEMENTS:** Offeror is requested to submit recent financial statements with their proposal. Audited financial statements are not mandatory.

Unaudited financial statements will be accepted. If offeror's firm does, however, have audited statements; please include a copy with your proposal.

25. **TRANSACTION DATA/INFORMATION:** The NTTA currently uses Fuel Master for onsite fueling/tracking. This transaction information will be imported into a Computerized Maintenance Management System for tracking and reporting purposes. **The proposed Fleet Fuel Card solution should allow for the exporting of transactional data into a sequel server database.** The timing and frequency of the availability to export this data should be explained in the proposal submitted. Please note any additional tracking capabilities your solution provides, as well as any past experience in merging Fuel Master data with Fleet Fuel Card transaction data.

ATTACHMENT F

INSURANCE REQUIREMENTS

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

Contract No.: 03528-NTT-00-GS-MA

Project: Fleet Fuel Card Services

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 coverages 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 ACORD Form. 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.

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

7. Professional Liability Insurance in the amounts normally carried for its own protection in the practice of providing services, but in no event less than **\$1,000,000.00** per claim and aggregate.

8. Insurance for Subconsultants.

(1) The Consultant shall secure and maintain, until the expiration of all applicable Texas statutes of limitations with respect to claims that could arise out of a subconsultant's performance of the Services, certificates of insurance from all subconsultants, evidencing the foregoing types and amounts of insurance coverages, with respect to the Services to be performed by the subconsultant.

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

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

“Consultant shall promptly notify the NTTA of cancellation of insurance or any other event that may have a material adverse effect on the Consultant's ability to maintain the insurance coverage required by this Agreement. Consultant shall provide such notice in writing by certified mail or hand delivery not more than ten (10) days after such event. Consultant shall provide such 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 coverages by reason of such waiver.