

**Texas Department of Transportation  
Toll Operations Division**

**Volume I**

**Instructions to Proposers for  
Statewide Toll System Integration and  
Maintenance**

**RFP Issued November 18, 2011**

**Addendum No. 1 Issued December 14, 2011**

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## **INSTRUCTIONS TO PROPOSERS**

### **(Request for Proposals: Statewide Toll System Integration and Maintenance)**

## **SECTION 1.0 INTRODUCTION AND GENERAL PROVISIONS**

### **1.1 Introduction**

This document comprises the Instructions to Proposers (“ITP”), Volume I of the Request for Proposals (“RFP”), dated November 18, 2011, issued by the Texas Department of Transportation (“TxDOT”), an agency of the State of Texas (“State”). This RFP solicits competitive proposals (individually “Proposal” and collectively “Proposals”) for Statewide Toll System Integration and Maintenance as further described below.

The form of the proposed Agreement is included in Volume III of the RFP. The Proposal must meet all Agreement requirements, including those detailed in the Technical Provisions. The form of Agreement is subject to change at TxDOT's discretion based on final negotiations with the selected Proposer.

Proposers must comply with this ITP during the procurement and in their Proposals in response to the RFP. Proposers shall also take the Project goals identified in [Section 1.4](#) below into consideration when drafting their Proposals.

This procurement falls under the statutory authority of Texas Transportation Code, §228.052, which authorizes TxDOT to enter into an Agreement with one or more persons to provide personnel, equipment, systems, facilities, and services necessary to operate a toll project or system, including the operation of toll plazas and lanes and customer service centers and the collection of tolls. The Texas Transportation Commission (Commission) has promulgated rules located at Title 43, Texas Administrative Code (TAC), §27.83, governing the requirements for soliciting proposals to operate a TxDOT toll project or system.

### **1.2 Title VI Assurance**

TxDOT, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, hereby notifies all Proposers that it will enforce compliance with this law, investigate alleged violations, and affirmatively ensure that in any Agreement entered into pursuant to TxDOT procurements, minority business enterprises will be afforded full opportunity to submit Proposals and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

Non-discrimination programs require that federal-aid recipients, sub-recipients, and contractors prevent discrimination and ensure non-discrimination in all of their programs and activities, whether those programs are federally funded or not.

### **1.3 Environmental Impact**

It is the intent of TxDOT to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, departmental need, availability, and sound economical considerations in accordance with 34 TAC §20.38.

### **1.4 TxDOT Goals**

The goal of this procurement is to collect toll revenue with highly effective open road and mixed mode (cash and electronic) toll collection processes and to reduce costs through efficient maintenance processes and proven technical applications.

### **1.5 Scope of Work**

#### **1.5.1 Compliance with Law and Other Standards**

The Proposer shall provide the specified service requirements in accordance with all applicable federal and state laws, standards, rules, and regulations, including, but not limited to:

1. Texas Transportation Code, Chapter 228, Subchapter B, Use and Operation of Toll Projects or Systems
2. TxDOT Core Technology Architecture: Version 5.4, July 2008
3. TxDOT Data Architecture: Version 4.0, December 2007
4. Department of Information Resources (DIR) Information Security Policies apply to this procurement. Texas State Information Technology Policies may be reviewed at <http://www2.dir.state.tx.us/security/Pages/security.aspx>.

The Proposer shall maintain all required licenses and certifications throughout the term of the Agreement. When required, the Proposer shall furnish TxDOT will satisfactory proof of its compliance.

#### **1.5.2 Proposer Service Requirements**

##### **1.5.2.1 Toll Implementation**

The selected Proposer shall be required to develop, install, integrate, and test open road toll collection systems around the state of Texas. The primary toll implementation services to be provided by the selected Proposer, directly or through the use of subcontractors, are detailed in the Technical Provisions.

##### **1.5.2.2 Toll System Maintenance**

The selected Proposer shall be required to support maintenance of both future and existing mixed-mode (cash and electronic) and open road toll facilities across the State of Texas. The

primary maintenance functions to be provided by the selected Proposer, directly or through the use of subcontractors, are detailed in the Technical Provisions.

## **1.6 TxDOT Responsibilities**

Subject to the terms of the Agreement, TxDOT will:

- (a) Maintain operational oversight to ensure Integrator is in compliance with the stated performance expectations.
- (b) Designate a project manager on behalf of TxDOT to serve as its primary point of contact vis-à-vis the Integrator with respect to the Project..
- (c) Ensure the cooperation of its technical staff, including consultants, to the extent reasonably required for the Integrator to discharge its obligations under the Agreement.
- (d) Provide access to its data systems and information to the extent reasonably required by Integrator to discharge its obligations under the Agreement.
- (e) Provide workshops at specified mainline CTTS facilities to store primary response spare parts.
- (f) Provide contract administration with respect to TxDOT’s obligations under the Agreement.
- (g) Perform periodic audits or field reviews as needed to ensure that the Integrator is operating the program in accordance with applicable laws, rules, regulations and policies, as well as the terms of the Agreement.

## **1.7 Documents Contained in Request for Proposals**

The RFP consists of the following volumes, and any other documents that may be issued by Addendum, as such documents may be amended and supplemented:

1. Volume I – Instructions to Proposers (ITP) for Statewide Toll System Integration and Maintenance
2. Volume II – Technical Provisions for Statewide Toll System Integration and Maintenance
3. Volume III – Agreement for Statewide Toll System Integration and Maintenance

## **1.8 Definitions of Acronyms and Terms**

For the meaning of various capitalized terms and acronyms used but not defined herein see Attachment A, Acronyms and Definitions.

## 1.9 Procurement Schedule

The following represents the current schedule for the procurement.

EVENT	DATE
Issue Final Request for Proposals	November 18, 2011
Last date for Proposers to submit questions regarding the final RFP	November 30, 2011
Last date for TxDOT responses to questions regarding the final RFP	December 14, 2011
<b>Proposal Submission Deadline</b>	January 4, 2012

For purposes of this ITP, the term “Conditional Award” shall mean the determination by the Commission to proceed with a Conditional Award of the Project to the Apparent Best Value Proposer, as more particularly described in Section 5.0.

All times set forth above, below and elsewhere in the RFP are for local Central time in Austin, Texas. All dates are subject to change, in TxDOT’s sole discretion.

## 1.10 Miscellaneous Provisions Regarding the Procurement

### 1.10.1 Questions and Addenda

All questions must be received by the Authorized Representative by 3:00 PM CDT on November 30, 2011. Questions must be submitted in writing. All Proposer questions, along with answers, will be made available as an Addendum to the RFP and will be posted on the TxDOT website [www.dot.state.tx.us/business/projects/toll\\_ops.htm](http://www.dot.state.tx.us/business/projects/toll_ops.htm). TxDOT will not be bound by any oral statement or representation contrary to the written specifications of this RFP. Any revision, clarification, or interpretation pertaining to this RFP will be in writing and issued by TxDOT as an Addendum. Any changes or interpretations not contained in an Addendum will not be binding on TxDOT.

### 1.10.2 Disclosure of Proposal

All information submitted in an accepted Proposal must be retained by TxDOT for the period specified in TxDOT’s record retention schedule. The information will not be returned to the Proposer. The Public Information Act, Government Code Chapter 552, allows the public to have access to information in the possession of a governmental body through an open records request; therefore, the Proposer shall clearly identify in the Proposal any confidential or proprietary information. Proprietary information identified by the Proposer in the Proposal will be kept confidential by TxDOT to the extent permitted by law. TxDOT merely raises the exception on behalf of the Proposer. TxDOT takes no legal position on disclosure. TxDOT will use best efforts to give the Proposer or the awarded vendor an opportunity to present to the Office of the

Attorney General its arguments for non-disclosure of its identified confidential or proprietary information.

### 1.10.3 Alteration or Withdrawal of Proposal

Any alterations to a Proposal made before the submission deadline shall be initialed by the Proposer. Proposals cannot be altered or amended after the submission deadline. A Proposal may be withdrawn if requested in writing prior to the submission deadline. A Proposal may be withdrawn from consideration after the submission deadline only with the approval of TxDOT based on the Proposer's written justification. The Proposal will not be considered for award but will be retained by TxDOT according to [Section 1.10.2](#) above.

### 1.10.4 Proposal Validity Period

The Proposal will be valid for a period commencing on the submission deadline and ending one hundred eighty (180) days following the date of any conditional award of the Agreement in accordance with [Section 5.1](#). The Proposer may elect to extend the validity period beyond this time at its discretion, if requested by TxDOT.

### 1.10.5 DBE Requirements

It is the policy of TxDOT that DBEs, as defined in 49 CFR Part 26, Subpart A and TxDOT's DBE Program, shall have the opportunity to participate in the performance of contracts financed in whole or in part with federal funds. TxDOT is receiving federal funds for this Project; therefore federal DBE requirements will apply. The Integrator's DBE compliance obligations shall be governed by all applicable federal DBE regulations, including Title 49 CFR Part 26, the DBE Program and any other DBE requirements set forth in this ITP or the Contract Documents. The DBE goal for this Project will be determined on a Project Segment by Project Segment basis and will be specified in each Project Segment Supplement. Upon issuance by TxDOT of a draft Project Segment Supplement, each Proposer will be required to submit a DBE Performance Plan for review and approval by TxDOT and for inclusion in the Project Segment Supplement prior to execution of the Project Segment Supplement, all in accordance with the DBE Program.

### 1.10.6 Sales Tax

Purchases made for state use are exempt from the state sales tax and federal excise tax. Proposers shall not include tax in response pricing unless otherwise specified in the RFP. State sales tax and federal excise tax exemption certificates will be furnished by TxDOT on request.

### 1.10.7 Costs

TxDOT is not liable for any costs incurred by the Proposer in responding to this RFP.

### 1.10.8 Proposal Guaranty

Proposers shall submit a proposal guaranty in the amount of \$100,000, in the form of either a guaranty check or a bid bond.

The guaranty check must be payable to TxDOT and must be a cashier's check, money order, or teller's check drawn by or on a state or national bank, a savings and loan association, or a state or federally chartered credit union (collectively referred to as "bank"). The type of check or money order must be indicated on the face of the instrument and the instrument must be no more than 90 days old. A check must be made payable at or through the institution issuing the instrument; be drawn by a bank and on a bank; or be payable at or through a bank. TxDOT will not accept personal checks, certified checks, or other types of money orders as a proposal guaranty.

The bid bond must be on the form provided by TxDOT (see [Attachment D](#), TxDOT Bid Bond Form), with powers of attorney attached. The form must bear the impressed seal of the Surety and be signed by the Proposer and an authorized individual of the Surety. Bid bonds will only be accepted from Sureties authorized to execute a bond under and in accordance with state law.

#### 1.10.9 TxDOT Representatives

TxDOT has designated the following individual to be its Authorized Representative for this procurement:

Ms. ~~Linda Sexton~~[Erica Ramirez](#)  
Toll Operations Division  
[Project Manager](#)  
Texas Department of Transportation  
~~12719 Burnet Road~~[4616 Howard Lane](#)  
[Suite 850](#)  
Austin, Texas 78728  
Phone: (512) 874-~~97139177~~  
Fax: (512) 874-~~97999799~~  
[Lindaerica.Sextonramirez@txdot.gov](mailto:Lindaerica.Sextonramirez@txdot.gov)

TxDOT has designated the following individual to be the Contract Administrator for this procurement:

Ms. Sandi Frausto  
Toll Operations Division  
Contract Administrator  
Texas Department of Transportation  
7745 Chevy Chase Drive, Bldg. 5, Suite 300  
Austin, Texas 78752  
Phone: (512) 463-6146  
Fax: (512) 936-0970

From time to time during the procurement process or during the terms of the Project, TxDOT may designate another Authorized Representative or Contract Administrator to carry out some or all of TxDOT's obligations pertaining to the project.

#### 1.10.10 Restrictions on Potential Proposers and Team Members

No governmental or public entity may submit a Proposal in response to this RFP or participate as a member of a Proposer team. Proposers that do not comply with this provision will be disqualified.

In addition, Proposers are advised that certain persons or firms (including their subsidiaries and affiliates) may be precluded from participating on a Proposer team if such participation would constitute an organizational conflict of interest, as defined Section 636.103 of Title 23 of the Code of Federal Regulations. (See Section 3.2.8 regarding required conflict of interest disclosure statement.) If an organizational conflict of interest is determined to exist, TxDOT may, at its sole discretion, disqualify Proposer with a conflict or take other action as necessary to mitigate the conflict. .

#### 1.10.11 Environmental Review Process

Prior to issuance of an NTP for any Project Segment, TxDOT will determine what, if any, federal or state environmental approvals must be obtained in connection therewith. TxDOT anticipates that it shall generally bear the responsibility for undertaking such environmental approvals. No Project Segment will be implemented unless and until all required environmental approvals have been obtained and nothing contained in this RFP shall: (i) limit, modify or otherwise discharge TxDOT or the Integrator from their respective obligations under any applicable environmental law, including NEPA; or (ii) commit TxDOT to issue an NTP to build any Project Segment in advance of obtaining all required environmental approvals. TxDOT advises all Proposers that selection of a "no-build" alternative with respect to any or all Project Segments may result from any environmental assessment undertaken by TxDOT.

## SECTION 2.0 PROPOSAL SUBMISSION REQUIREMENTS

### 2.1 Format

The Proposer shall submit one (1) signed and dated original (marked Original) and seven (7) copies (marked Copy) of Volumes I, II and III. [In addition, the Proposer shall submit 4 sets of electronic \(searchable and read-only\) copies of each Volume of its Proposal on separate CDs, labeled in the same manner as the hard copies of such Volumes.](#) - Each Volume in the submission shall be in separate loose-leaf binders on one-sided, letter-size (8½- by 11-inch) paper [\(except the Pricing Tables, which may be on legal size 11 x 17-inch paper\)](#), in single-spaced format, [provided that any technical diagrams, organizational charts or other detailed drawings may be presented on 11x17 fan-folded paper \(which, with the exception of organizational charts, will count toward any specified page limit\).](#) - The proposal shall be tab-indexed corresponding to the sections listed below. Volume II is limited to 150 pages (excluding the tabs, resumes, ~~and~~ organizational charts [and the Technical Provisions Compliance Matrix](#)) with a font size of 12 or above [\(provided that diagrams, organizational charts and other detailed drawings may use a font size of less than 12 and greater than 8\)](#). Plastic spine-bound or wire-bound submittals will not be accepted. Include only the information specified for each section.

#### 2.1.1 Volume I

All of the binders comprising Volume I shall be labeled “[Proposer Name]: Proposal Volume I response to Statewide Toll System Integration and Maintenance RFP.”

Volume I shall contain the following tab separated sections in the indicated order:

1. Cover Letter and Executive Summary (see Section 3.1)
2. Proposer Affirmation and Certification Forms(see Section 3.2)
3. Statement of Qualifications (see Section 3.3)
4. Proposer References (see Section 3.4)
5. Financial Information (see Section 3.5)

#### 2.1.2 Volume II

All of the binders comprising Volume II shall be labeled “[Proposer Name]: Proposal Volume II: response to Toll Statewide Toll System Integration and Maintenance RFP.”

Volume II shall contain the Proposer’s Technical Proposal, together with a Technical Provisions Compliance Matrix, in the form attached hereto as [Attachment B](#), completed by the Proposer.

#### 2.1.3 Volume III

All of the binders comprising Volume III shall be labeled “[Proposer Name]: Proposal Volume III response to Statewide Toll System Integration and Maintenance RFP.”

Volume III shall contain the following in the indicated order:

1. Pricing Table U-1 Project Delivery Unit Prices
2. Pricing Table U-2: Maintenance Unit Prices
3. Pricing Table U-4: Hypothetical Project Delivery Price
4. Pricing Table U-5: Hypothetical Maintenance Price

## **2.2 Additional Requirements**

Proposals will be accepted until 3:00 p.m. CDT on the Proposal Due Date, and must be delivered by hand to Sandi Frausto, Contract Administrator, Toll Operations Division, Texas Department of Transportation, 7745 Chevy Chase Drive Bldg. 5, Suite 300, Austin, Texas 78752.

The Proposer is responsible for verifying that TxDOT has received the Proposal. Late Proposals will not be accepted or considered under any circumstances.

## **SECTION 3.0 CONTENTS OF PROPOSAL**

### **3.1 Cover Letter and Executive Summary**

The cover letter shall be limited to two (2) pages and include the following:

- (a) the Proposal Due Date;
- (b) Proposer's (company) name and address; and
- (c) Contact name, telephone number and email address.

The executive summary shall provide a brief introduction of the respondent and project team, plus a summary-level overview of the proposed solution. The executive summary shall be limited to five (5) pages.

### **3.2 Proposer Affirmation and Certifications**

#### **3.2.1 Proposer Affirmation Form**

The Proposer shall sign, date and include in its Proposal the Proposer Affirmation Form, set out in Attachment E, Form 1.

#### **3.2.2 Non-Collusion Affidavit**

The Proposer shall submit a Non-Collusion Affidavit in the form set out in Attachment E, Form 2, certifying that the Proposal is not the result of and has not been influenced by collusion.

#### **3.2.3 Buy America Certification**

The Proposer shall submit a Buy America Certification in the form set out in Attachment E, Form 3, regarding Buy America requirements.

#### **3.2.4 Debarment and Suspension Certification**

The Proposer shall submit a Debarment and Suspension Certification in the form set out in Attachment E, Form 4, regarding debarment, suspension, ineligibility and voluntary exclusion.

#### **3.2.5 Certification Regarding Use of Contract Funds for Lobbying**

The Proposal shall include the Proposer's Certification Regarding Use of Contract Funds for Lobbying in the form set out in Attachment E, Form 5, regarding use of contract funds for lobbying.

#### **3.2.6 Child Support Statement for State Grants, Loans and Contracts**

The Proposal shall include the Proposer's Child Support Statement for State Grants, Loans and Contracts in the form set out in Attachment E, Form 6, regarding child support obligations.

### 3.2.7 Equal Employment Opportunity Certification

The Proposal shall include an Equal Employment Opportunity Certification in the form set out in Attachment E, Form 7, for the Proposer and for each partner, member or joint venturer of the Proposer regarding equal employment opportunity, .

### 3.2.8 Conflict of Interest Disclosure Statement

Attention is directed to the requirement for disclosure of organizational conflicts of interest pursuant to 23 CFR Section 636.116(a)(2). The Proposal shall include the Proposer's Conflict of Interest Disclosure Statement set out in Attachment E, Form 8, describing any potential organizational conflicts of interest, including disclosure of all relevant facts concerning any past, present, or currently planned interest that may present an organizational conflict of interest.

## 3.3 Statement of Qualifications

The Proposer shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience. Proposer shall describe its qualifications as well as the qualifications of Proposer's major subcontractors, referencing specific similar projects that have been deployed by the Proposer. This section shall be limited to ten (10) pages, not including project resumes, and shall include:

(a) A description of related or similar services performed for three (3) consecutive years within the last seven (7) years and within the United States. Specify the Proposer's particular tasks performed and role, whether as a subcontractor or prime contractor; whether as the project implementer or project manager overseeing implementation by another Proposer. Each project identified by the Proposer shall include the Proposer's project manager, a brief description including scope, system functionality, number of accounts, project cost, and project start and completion dates. Provide information related to the number of personnel dedicated to the project.

(b) A description of any Proposer-initiated cost savings or operational efficiencies that were used on projects.

(c) A summary of experience managing related or similar services of comparable size and scope to the services within the RFP.

## 3.4 Proposer References

The Proposer shall provide a minimum of three references and, if applicable, should include at least one reference from each toll agency for which they have provided similar services during the previous seven (7) years, provided that no reference shall be provided by TxDOT on behalf of a Proposer. The references must substantiate the qualifications and experience requirements for services with successful completion within the timeframe requested. References shall attest to the Proposer's ability to provide the services outlined in the specification. References shall include name, point of contact, telephone number, and dates services were performed.

### **3.5 Financial Information**

The Proposer shall provide the most recent three (3) years audited financial statements. If audited financial statements are unavailable, un-audited financial statements shall be submitted and certified as true, correct, and accurate by the chief financial officer or treasurer of the Proposer's company. Additional information demonstrating financial stability and ability to perform the required services may be included.

### **3.6 Technical Proposal**

In complying with the scope of work outlined in the Technical Provisions, the Proposer shall provide information on the following:

#### **3.6.1 System Approach**

The Proposer shall describe its approach and ability to meet the System development, implementation and performance requirements as specified in the Technical Provisions (see Sections 2.1.2.4, 2.1.2.5, 3, 4.1, 4.2, 4.3.16 and 4.3.17 of the Technical Provisions). Such description shall:

- (a) include an overview of the Proposer's approach that demonstrates its overall understanding and capability of delivering the System development, implementation and performance requirements;
- (b) include a detailed description of its proposed System design and development;
- (c) distinguish between the cash and electronic tolling aspects of the work;
- (d) describe how the design offers ease of maintenance and minimizes lane closures;  
and
- (e) address System availability through redundancy.

#### **3.6.2 Technical Approach**

The Proposer shall describe its approach and ability to meet the technical requirements as specified in the Technical Provisions (see Sections 4.3, 5, 6 and 7 of the Technical Provisions), including its proposed:

- (a) conceptual tolling zone design;
- (b) installation strategy for implementing toll systems throughout the State;
- (c) maintenance tracking and reporting approach;

- (d) approach to System upgrade and/or transition; and
- (e) maintenance processes.

### 3.6.3 Key Personnel Qualifications:

- (a) The Proposer shall provide Key Personnel profiles and resume with a maximum of two (2) pages per person. Resumes shall substantiate the number of years of required experience of the individuals, including any subcontractor personnel, who will be part of the Proposer's Key Personnel providing the service. (If the same individual is proposed for more than one Key Personnel position, the proposal shall clearly demonstrate that the individual can provide the required level of service for the proposed positions.) Each Key Personnel profile shall set forth the information required pursuant to Section 2.1.2.2.2 of the Technical Provisions, including:
  - (i) the individual's name and title;
  - (ii) his/her education; and
  - (iii) a description of the individual's qualifications and experience for the last five (5) years.
- (b) The Proposer shall provide personnel profiles for each of the following key positions:
  - (i) Program manager shall have a minimum of five (5) years of experience within the last eight (8) years in program management for similar toll services. Certification as a Project Management Professional (PMP) by the Project Management Institute is preferred, but not required.
  - (ii) System design manager shall have a minimum of three (3) years of experience design/developing open road toll collection systems.
  - (iii) Installation manager shall have a minimum of five (5) years of experience providing construction management and oversight, and experience implementing toll collection systems.
  - (iv) System test manager shall have a minimum of three (3) years of experience implementing open road toll collection systems.
  - (v) Maintenance manager shall have a minimum of three (3) years of experience maintaining toll collection systems for clients.
  - (vi) Transition manager shall have a minimum of five (5) years of experience managing the migration of toll systems.

- (vii) Quality manager shall have a minimum of three (3) years of experience implementing best practices for quality control and assurance and otherwise meet the requirements set forth in Section 2.1.6.2 of the Technical Provisions.

### 3.6.4 Project Management

The Proposer shall describe its approach and ability to meet the project management requirements as specified in the solicitation (see Sections 2.1.2, 2.1.3, 2.1.4, 2.1.5, 2.1.9 and 2.2 of the Technical Provisions), including a description of:

- (a) its overall understanding and ability to manage the program;
- (b) its proposed organizational structure showing roles and responsibilities and lines of authority, including any subcontractors. The organizational chart shall be limited to one (1) page and show the names of the prime Proposer and any sub-providers' task leaders proposed for the team and their contract responsibilities by work category. Task leaders shall be clearly designated. Other personnel can be identified at the prime Proposer's discretion. The organization chart shall include the names, addresses, e-mail addresses, and telephone and fax numbers of the prime Proposer and all subcontractors proposed. The organization chart can be prepared with a font size of less than 12 point on 11x17 paper or smaller;
- (c) its proposed approach to contract administration and the Proposer's contract administration procedures and systems; and
- (d) its proposed approach to integrating and liaising with TxDOT, its consultants and other third parties.

### 3.6.5 Quality Management

The Proposer shall describe its proposed quality management approach that meets the requirements of Section 2.1.6 of the Technical Provisions. Such description shall be no longer than five (5) pages and shall describe:

- (a) its proposed approach to quality management;
- (b) its processes for audit and management review of project activities;
- (c) its internal quality management systems, processes and procedures; and
- (d) its procedures for integrating and controlling systems established by third parties.

## 3.7 Price Proposal

This section outlines the required information that will comprise the Price Proposal. All price and cost information provided in the Price Proposal shall be stated in U.S. ~~d~~Dollars ~~currency and~~

~~all amounts shall be stated in nominal dollars.~~ If there are any differences between individual line amounts and totals, the individual line amounts will prevail.

The Price Proposal is mandatory and must represent the services specified within the Technical Provisions. The Price Proposal is composed of the following tables found in Attachment C:

1. Pricing Table U-1
2. Pricing Table U-2
3. Pricing Table U-4
4. Pricing Table U-5

Pricing for Pricing Tables U-4 and U-5 shall be based on the Hypothetical Project Segment Scenario set forth in Attachment C-1.

Pricing Table U-3 is intentionally omitted.

Unit quantity assumptions set out in Pricing Tables U-1 and U-2 are provided for the purpose of enabling Proposers to develop their Price Proposals based on consistent quantity assumptions, and shall not constitute a representation or guarantee by TxDOT of any unit quantities that may be required under one or more Project Segment Supplements issued in accordance with the Agreement.

## **SECTION 4.0 EVALUATION OF PROPOSALS**

### **4.1 General Information Related to the Evaluation Process**

TxDOT will evaluate each Proposal based on established evaluation factors. Proposers shall not contact members of the evaluation team.

TxDOT will award the Agreement (if at all) to the responsible Proposer that submitted a Proposal meeting the high standards set by TxDOT and which is determined by TxDOT, through evaluation based upon the factors set forth in this RFP, to provide the best value to TxDOT and to be in the best interest of the State of Texas.

#### **4.1.1 Best Value Determination**

The best value determination will be based on a 60-40 point scale. The Price Score will represent 60 percent of the total score, and the Technical Score will represent up to 40 percent of the total score. The determination of Apparent Best Value Proposer shall be based on the highest Total Proposal Score computed based on the following formula:

Total Proposal Score (max. 1600 points) = Price Score (max. 960 points) + Technical Score (max. 640 points)

#### **4.1.2 Calculation of Technical Score**

The Technical Proposal will be evaluated in accordance with the factors and procedures described in Section 4.3 and Section 4.4.

#### **4.1.3 Calculation of the Price Score**

A Proposer's score for each Pricing Table will be calculated by dividing the lowest price submitted by any Proposer with respect to such Pricing Table by the Proposer's price submitted for such Pricing Table, with the resulting number then multiplied by the maximum possible points for such Pricing Table. The total price score (the "Price Score") for a Proposer's Price Proposal will equal the sum of the scores attributed to each Pricing Table:

Score for each Pricing Table = (lowest price submitted by any Proposer for such Pricing Table / Proposer's price for such Pricing Table) \* Maximum points possible for such Pricing Table

Proposer's Price Score = sum of scores for Pricing Tables U-1, U-2, U-4 and U-5 (maximum 960 points).

### **4.2 Pass/Fail and Responsiveness Evaluation**

Proposals will be reviewed for conformance to the instructions regarding organizational format and responsiveness to the requirements set forth in the RFP, based on the pass/fail and responsiveness factors set forth below.

#### 4.2.1 General Format and Responsiveness

The Proposal will be reviewed for: (a) minor informalities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the Proposal; (b) conformance to the RFP instructions regarding organization and format; and (c) the responsiveness of the Proposer to the requirements set forth in the RFP. A Proposal not responsive to the RFP may be excluded from further consideration and the Proposer will be so advised. TxDOT may also exclude from consideration a Proposer whose Proposal contains a material misrepresentation.

#### 4.2.2 Statement of Qualifications

If the Proposer's Statement of Qualifications demonstrates three (3) consecutive years of similar services performed within the last seven (7) years and within the United States, the Proposal will be further evaluated. Proposers that do not clearly demonstrate that they meet the qualification factors will be disqualified.

#### 4.2.3 Proposer References

The Proposal may be disqualified if TxDOT is unable to verify qualification and experience requirements from the Proposer's references. The Proposal may be disqualified if TxDOT receives [any](#) negative responses. TxDOT shall exercise its sole discretion and judgment with respect to the evaluation of references.

#### 4.2.4 Proposer's Previous Performance

Information obtained from the TxCPA's Vendor Performance Tracking System ([http://www.window.texas.gov/procurement/prog/vendor\\_performance/](http://www.window.texas.gov/procurement/prog/vendor_performance/)) may be used in evaluating Proposals to solicitations for goods and services to determine the best value for the state. The Proposal may be disqualified if TxDOT determines that the Proposer has a documented history of unsatisfactory performance related to a contract with TxDOT or other any other state agency.

#### 4.2.5 Financial Information

TxDOT will review the Proposer's audited financial statements ([or unaudited financial statements in accordance with Section 3.5](#)) to evaluate the sufficiency of the Proposer's financial resources and ability to perform the Agreement or provide the service required in the solicitation. Factors to be reviewed include: (a) balance sheets; (b) net working capital; (c) current asset ratio; (d) liquidity ratio; (e) auditor's notes; and (f) any notes to the financial statements. The Proposal may be disqualified if TxDOT finds the Proposer is not in good financial standing. TxDOT will be the sole judge in determining the sufficiency of the Proposer's financial resources and their ability to perform under the Agreement.

### 4.3 Evaluation of Technical Proposal

The Technical Score shall comprise 40 percent of the Total Proposal Score. Technical Proposals will be evaluated according to the Proposer's ability to best satisfy the technical requirements as set forth in [Section 3.6](#) and the Technical Provisions.

Each Technical Proposal will be evaluated based on the following factors. (The [sub-factors](#) set forth in the lettered subparagraphs below are ~~not~~ listed in [descending](#) order of relative importance.)

- (i) System Approach: 35 percent
  - a. Overall understanding and capability of delivering the system technical and performance requirements
  - b. Detailed and methodical approach to system design and development
  - c. Clearly distinguishes between the cash and electronic tolling aspects of work
  - d. System offers ease of maintenance and minimized lane closures through a modular design
  - e. Demonstrates high confidence for system availability through redundancy
  
- (ii) Technical Approach: 35 percent
  - ~~f.a.~~ Conceptual tolling zone design is cost and operationally effective
  - ~~g.b.~~ Provides an installation strategy for implementing toll systems around the State of Texas
  - ~~h.c.~~ Demonstrates effective maintenance tracking and reporting
  - ~~i.d.~~ Detailed approach to system upgrade and/or transition
  - ~~j.e.~~ Maintenance processes are clearly established and ensure response and repair time goals
  
- (iii) Key Personnel Qualifications: 10 percent

Each of the Key Personnel profiles will be evaluated against the minimum requirements set out in [Section 3.6](#). Key Personnel who exceed the minimum requirements with regard to experience, training or both, will score higher.
  
- (iv) Project Management: 15 percent
  - a. Overall understanding and ability to manage the program
  - b. Comprehensive organizational structure and management hierarchy in line with project needs
  - c. Detailed approach to contract administration and the description of Proposer's contract administration procedures and systems
  - d. Integrated approach to project management and liaison with TxDOT, its consultants and other third parties
  
- (v) Quality Management Approach: 5 percent
  - a. Systematic approach to quality management
  - b. Process for auditing and management review of project activities

- c. Internal quality management systems, processes and procedures
- d. Approach and procedures for integrating and controlling systems established by third parties

#### 4.4 Evaluation Guidelines

Each factor will be qualitatively evaluated and assigned a rating, which will be converted to points.

ADJECTIVE RATING	DESCRIPTION
Exceeds	The proposal features performance, experience and/or knowledge far beyond what was expected. The feature should offer some additional benefits to Toll Operations Division.
Strength	A feature of a proposal that will contribute to better than acceptable performance with regard to quality, references, and personnel. The feature should exceed the stated requirements or offer some additional benefit.
Meets	The proposal offers acceptable performance in relation to the RFP requirement being evaluated.
Weak	A feature of a proposal that is below the applicable requirement(s) of the RFP but may contribute with less than optimal performance. A weakness is not necessarily a deficiency. A significant weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.
Fail	Failure, no response.

In assigning ratings TxDOT may assign “+” or “-“(such as “Exceeds -“, “Meets +”, and “Weak +”) to better differentiate within an adjective rating. However, TxDOT will not assign ratings of “Fail -“or “Exceeds +”.

#### 4.5 TxDOT RIGHTS

TxDOT may investigate the qualifications and Proposal of any Proposer under consideration, may require confirmation of information furnished by a Proposer and may require additional evidence of qualifications to perform the obligations described in this RFP. TxDOT reserves the right, in its sole discretion, to:

- Develop the Project in any manner that it, in its sole discretion, deems necessary. If TxDOT is unable to negotiate an Agreement to its satisfaction with a Proposer, it may negotiate with the next highest rated Proposer, terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights under Texas law as it deems appropriate.
- Reject any or all of the Proposals.
- Modify all dates set or projected in this RFP.

- Cancel the RFP in whole or in part at any time prior to the execution by TxDOT of an Agreement, without incurring any cost obligations or liabilities.
- Terminate this procurement and commence a new procurement for part or all of the Project.
- Terminate evaluations of Proposals received at any time.
- Suspend and terminate Agreement negotiations at any time, elect not to commence Agreement negotiations with any responding Proposer and engage in negotiations with other than the highest ranked Proposer.
- Waive or permit corrections to data submitted with any response to this RFP until such time as TxDOT declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- Issue addenda, supplements and modifications to this RFP. Addenda to this RFP shall be distributed to the Proposers in advance of the Proposal Due Date and TxDOT may extend the Proposal Due Date if such modifications are deemed by TxDOT to be material and substantive.
- Permit minor or clerical revisions to a Proposal pursuant to a request for clarification issued by TxDOT until such time as TxDOT declares that a particular stage or phase of its review of the responses to this RFP has been completed and closed.
- Appoint evaluation committees to review Proposals, make recommendations and seek the assistance of outside technical experts and consultants in Proposal evaluation.
- Revise and modify, at any time before the Proposal Due Date, the factors and/or weights of factors it will consider in evaluating responses to this RFP and to otherwise revise or expand its evaluation methodology. If such revisions or modifications are made, TxDOT shall distribute an addendum to the Proposers setting forth the changes to the evaluation factors or methodology. TxDOT may extend the Proposal Due Date if such changes are deemed by TxDOT to be material and substantive.
- Hold oral presentations and exchange oral or written information (i.e., clarifications) with one or more of the Proposers responding to the RFP to seek an improved understanding and evaluation of the responses to this RFP.
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFP.
- Disclose information contained in a Proposal to the public as described herein.
- Approve or disapprove changes in the Key Personnel identified in the Proposal.
- Accept other than the lowest price Proposal.
- Waive deficiencies, informalities and irregularities in Proposals; accept and review a non-conforming Proposal or seek clarifications to a Proposal.
- Add or delete to the scope of work referred to in [Section 1.5](#).

- Disqualify any Proposer that changes its Proposal, members of its team or Key Personnel without TxDOT approval.
- Not issue a notice to proceed after execution of the Agreement.
- Offer a Proposer the opportunity to cure its failure to meet required financial qualifications by providing a guaranty (or guaranties) of the Agreement by a third party.
- Request BAFOs at any time after receipt of the Proposals (see [Section 4.6](#)).
- Exercise any other right reserved or afforded to TxDOT under this RFP or applicable law.

**This RFP does not commit TxDOT to enter into a contract. TxDOT and the State of Texas assume no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All of such costs shall be borne solely by each Proposer and Proposer team.**

**In no event shall TxDOT be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as an Agreement, in form and substance satisfactory to TxDOT, has been executed and authorized by TxDOT and, then, only to the extent set forth therein.**

#### **4.6 Best and Final Offer**

TxDOT reserves the right to request a Best and Final Offer (BAFO) from one or more Proposer(s). TxDOT will send a written notification to each Proposer selected to submit a BAFO. If more than one Proposer is selected to submit a BAFO, the Proposals will be re-evaluated using the original evaluation factors.

TxDOT may make a recommendation to the Commission regarding the award without requesting a BAFO.

## **SECTION 5.0 POST-SELECTION PROCESSES**

### **5.1 Award**

TxDOT will submit a recommendation to the Commission regarding approval of the Proposal determined to provide the apparent best value to TxDOT. The Commission may approve or disapprove the recommendation, and if approved, will conditionally award the Agreement to the Apparent Best Value Proposer. Conditional Award will be subject to the successful completion of negotiations or any other conditions identified in the RFP or by the Commission. If authorized by the Commission, TxDOT will attempt to negotiate an Agreement with the Apparent Best Value Proposer. If an Agreement satisfactory to TxDOT cannot be negotiated with that Proposer, or if in the course of negotiations, it appears that the proposal will not provide TxDOT with the overall best value, TxDOT will formally end negotiations with the Proposer and, in its sole discretion, may: (1) reject all proposals, (2) modify the RFP and begin again the submission of proposals, or (3) proceed to the next highest ranked proposal and attempt to negotiate an Agreement with that Proposer. Execution of the Agreement by TxDOT and the Apparent Best Value Proposer (or the next highest ranked Proposer, if applicable) shall be deemed final award of the Agreement. Prior to execution of the Agreement, and in accordance with the requirements set forth in [Section 21.1](#) of the Agreement, the Apparent Best Value Proposer (or the next highest ranked Proposer, if applicable), shall deliver into escrow one copy of all unit pricing, price quote and other documentary information used in preparation of its Price Proposal.

### **5.2 Type of Award**

- (a) Single Award: One Agreement awarded to a single Proposer, or joint venture.
- (b) Agreement Term, Project Segment Designation Period and Maintenance Term: The Term of the Agreement commences on the effective date of the Agreement and ends when Integrator has discharged all of its obligations and liabilities under the Agreement. The period during which TxDOT may designate Project Segments under the Agreement (Project Segment Designation Period) comprises an initial period of three (3) years commencing on the effective date of the Agreement, with an option, at TxDOT's sole discretion, to extend the initial period by up to two (2) additional 3-year periods. The maintenance term for each Project Segment commences on the date of Final Acceptance and ends on the 15th anniversary of the effective date of the Agreement.

### **5.3 Post Award Meeting**

Proposer shall be required to attend a post award meeting in Austin, Texas, with the Toll Operations Division within fifteen (15) calendar days after the Conditional Award of the Agreement.

## **Attachment A Acronyms and Definitions**

“**Addendum**” or “**Addenda**” means additions, deletions, and modifications to the provisions of the RFP made by TxDOT after the release of the final RFP on the date set forth in ITP Section 1.9.

“**Agreement**” means that certain Statewide Toll System Integration and Maintenance Agreement to be executed by TxDOT and the Integrator, including any and all amendments thereto.

“**Apparent Best Value Proposer**” means the Proposer whose Proposal receives the highest Total Proposal Score.

“**Authorized Representative**” means the TxDOT employee identified as such in ITP Section 1.10.9.

“**Automated Vehicle Identification**” or “**AVI**” means the process of determining the identity of a vehicle subject to tolls.

“**BAFO**” means best and final offer, as described in further detail in ITP Section 4.6.

“**Commission**” means the Texas Transportation Commission.

“**Conditional Award**” means the determination by the Commission to proceed with a conditional award of the Agreement to the Apparent Best Value Proposer.

“**Contract Administrator**” means the TxDOT employee identified as such in ITP Section 1.10.9.

“**CSC**” means customer service center.

“**CTTS**” Central Texas Turnpike System.

“**DBE Performance Plan**” has the meaning set forth in the DBE Program.

“**DBE Program**” means the DBE program designed by TxDOT for federally assisted non-traditional contracts, a copy of which is attached as Exhibit G of the Agreement.

“**DIR**” means the Texas Department of Information Resources.

“**Final Acceptance**” has the meaning set forth in the Agreement.

“**Initial NTP**” has the meaning set forth in the Agreement.

“**Instructions to Proposers**” or “**ITP**” means these instructions to proposers for the Statewide Toll System Integration and Maintenance Agreement which contain directions for the preparation and submittal of Proposals in response to the RFP.

**“Integrator”** has the meaning set forth in Exhibit A to the Agreement.

**“Key Personnel”** means a Proposer’s proposed (i) Program Manager; (ii) system design manager; (iii) installation manager; (iv) system test manager; (v) maintenance manager; (vi) transition manager; and (vii) quality manager.

**“NEPA”** has the meaning set forth in Exhibit A to the Agreement.

**“NTP”** has the meaning set forth in Exhibit A to the Agreement.

**“Price Proposal”** has the meaning set forth in ITP Section 3.7.

**“Price Score”** means the score that a Price Proposal receives, as further described in ITP Section 4.1.3.

**“Pricing Table(s)”** means one or all four of the tables (as the context requires) provided in this ITP as Attachment C Pricing Tables U-1, U-2, U-4 and U-5.

**“Project”** shall have the meaning specified in Recital A to the Agreement.

**“Project Segment Designation Period”** has the meaning set forth in Exhibit A of the Agreement.

**“Project Segment Supplement”** has the meaning set forth in Exhibit A of the Agreement.

**“Proposal”** or **“Proposals”** means a proposal or proposals submitted by a Proposer in response to the RFP, which includes all of the content required under ITP Section 3.0.

**“Proposal Due Date”** means the Proposal submission deadline set forth in Section 1.9, as such date may be extended by TxDOT from time to time.

**“Proposer”** or **“Proposers”** means one or all (as the context requires) of the teams, joint ventures, partnerships or consortia submitting a Proposal to TxDOT in response to the RFP.

**“Request for Proposals”** or **“RFP”** means the set of documents described in ITP Section 1.7, and issued by TxDOT on the date specified in ITP Section 1.9, as subsequently amended.

**“State”** means the State of Texas.

**“Surety”** means each properly licensed surety company that satisfies the requirements set forth in ITP Section 1.10.8 and issues a bid bond or guaranty check.

**“System”** has the meaning set forth in Recital A to the Agreement.

**“TAC”** means the Texas Administrative Code.

**“Technical Proposal”** means the technical information to be provided in each Proposal, as further described in ITP Section 3.6.

**“Technical Provisions”** means the technical provisions for the Statewide Toll Systems Integrator and Maintenance, as defined in Exhibit A of the Agreement.

**“Technical Score”** means the score that a Technical Proposal receives, as further described in ITP Section 4.1.2.

**“Term”** has the meaning set forth in Exhibit A to the Agreement.

**“Total Proposal Score”** means the sum of the Price Score and the Technical Score, as described in ITP Section 4.1.1.

**“TxCPA”** means the Texas Comptroller of Public Accounts.

**“TxDOT”** means the Texas Department of Transportation.

**“Vendor Performance Tracking System”** or **“VPTS”** means the electronic system used to provide performance scores for all vendors issued purchase orders by TxCPA, as further described at: [http://www.window.state.tx.us/procurement/prog/vendor\\_performance/](http://www.window.state.tx.us/procurement/prog/vendor_performance/).

**“Work”** has the meaning set forth in Exhibit A to the Agreement.

## **Attachment B**

### **Technical Provisions Compliance Matrix**

As part of its proposal, Proposer shall complete and submit this table to indicate:

- (1) if the proposed solution complies with the requirements of the RFP; and
- (2) that the proposed solution's functionality either (a) requires some degree of additional development to meet the requirements of the RFP or (b) does NOT require any additional development to meet the requirements of the RFP.

In the Compliance column, the Proposer shall mark section (2) with "Yes" if the Proposer's proposed solution meets each and every mandatory requirement contained within that section *as written* in its entirety without any modifications, limitations or exclusions. In the same section, the Proposer shall mark "No" if the Proposer's proposed solution does not meet each and every mandatory requirement contained within that section *as written* in its entirety without any modifications, limitations or exclusions.

The Proposer shall mark section (3) with "RD" if the Proposer's proposed solution requires development or configuration to meet each and every mandatory requirement contained within that section *as written* in its entirety. In the same section, the Proposer shall mark "NDR" if the Proposer's proposed solution does NOT require development to meet each and every mandatory requirement contained within that section *as written* in its entirety. For these purposes, development or configuration shall mean the addition of functionality to the proposed solution to meet the requirements of the RFP.

For any section marked with a "RD", the Proposer shall identify the specific requirement(s) and provide an explanation under section (4) "Proposer Comment(s)/Note(s)".

For any additional reason, the Proposer may also add comments or notes in section (4) "Proposer Comment (s) / Note(s)"

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
2.1 PROGRAM DELIVERY					
2.1.1 Program Initiation					
2.1.2 Program Management					
2.1.2.1 Performance Requirements					
2.1.2.2 Program Criteria					
2.1.2.2.1 Management Goals					
2.1.2.2.2 Key Personnel					
2.1.2.3 Communication Plan					
2.1.2.3.1 General					
2.1.2.3.2 Meetings and Coordination					
2.1.2.3.3 Meeting Minutes					
2.1.2.3.4 Protocol for Emergencies					
2.1.2.4 Software Development Plan					
2.1.2.5 Configuration Management Plan					
2.1.2.6 Maintenance Plan					
2.1.2.7 Warranty Management Plan					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
2.1.2.8 Business Continuity and Disaster Recovery Plan					
2.1.2.9 Program Initiation Conference					
2.1.3 Program Scheduling					
2.1.3.1 General					
2.1.3.2 Definition and Function					
2.1.3.3 Milestones					
2.1.3.4 Float					
2.1.3.5 Activities					
2.1.3.6 Prohibition					
2.1.3.7 Early and Late Dates					
2.1.3.8 Activity Durations					
2.1.3.9 Activity Identification					
2.1.3.10 Work Breakdown Structure (WBS)					
2.1.3.11 Schedule Revisions					
2.1.4 Progress Reporting					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
2.1.4.1 Monthly Progress Reports					
2.1.4.2 Delays					
2.1.4.3 Incorporation of Changes					
2.1.5 Project Records					
2.1.5.1 General Requirements					
2.1.5.2 Format Requirements					
2.1.5.3 Data Backup					
2.1.5.4 Documentation					
2.1.5.4.1 Toll System Documentation					
2.1.5.4.2 System Design Submittal Process					
2.1.5.4.3 Communication and Submittal Documentation					
2.1.5.4.4 Document Control Verification					
2.1.5.5 Design Changes					
2.1.6 Quality Management					
2.1.6.1 Development of QMP					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
2.1.6.2 Quality Manager					
2.1.6.3 Quality Certification					
2.1.6.4 Inspection and Testing Requirements					
2.1.6.5 Reporting, Record Keeping, and Documentation					
2.1.6.6 Source Inspection					
2.1.6.7 Access to Testing Facilities by TxDOT					
2.1.6.8 Integrator Installation and Testing Scheduling and					
2.1.6.9 As-Built Documents					
2.1.7 Software Requirements					
2.1.7.1 General Guidelines					
2.1.7.2 Scheduling					
2.1.7.3 Word Processing and Spreadsheets					
2.1.7.4 Scanned Documents					
2.1.7.5 Communication Management					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
2.1.7.6 E-mail Guidelines					
2.1.8 Over-the-Shoulder Reviews					
2.1.9 Coordination with Others					
2.1.9.1 <a href="#">Other TxDOT</a> Integrators					
2.1.9.2 Civil Roadway Contractors					
2.1.9.3 TxDOT's Design Engineer					
2.2 PROJECT DELIVERY					
2.2.1 Project Initiation					
2.2.2 Toll System Documentation					
2.2.3 Installation Plan					
2.2.4 Safety and Health Plan					
2.2.5 Maintenance Plan					
2.2.6 Toll Collector Manual					
2.2.7 Toll Supervisor Manual					
2.2.8 Computer Workstation Manual					
2.2.9 Project Scheduling					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
2.2.9.1 General					
2.2.9.2 Definition and Function					
2.2.10 Upgrade of Existing Systems					
2.2.10.1 General					
2.2.10.2 System Design and Installation					
2.2.10.3 Transition Plan					
2.2.10.4 Training					
2.2.11 FCC Licenses					
2.2.12 Final Acceptance					
Section 3 INFRASTRUCTURE REQUIREMENTS					
3.1 TOLLING ZONE INFRASTRUCTURE					
3.1.1 Tolling Zone Design					
3.1.2 Codes, Standards and Specifications					
3.1.3 Utilities					
3.1.4 Network Communications					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
3.1.5 Design Coordination					
3.1.5.1 Toll Gantries					
3.1.5.2 Emergency Generator					
3.1.5.3 Roadside Electronics Housing					
3.1.5.4 Dynamic Toll Pricing Signs					
3.1.5.5 Static Signs					
3.1.5.6 Utilization of Existing Facilities					
3.2 ADVANCE TOLL SIGNING					
3.2.1 Dynamic Toll Pricing Signs					
3.2.2 Static Signs					
3.3 STRUCTURAL CONNECTIONS					
3.3.1 Codes, Standards and Specifications					
3.3.2 Shop and Working Drawings					
Section 4 TOLL SYSTEM REQUIREMENTS					
4.1 GENERAL REQUIREMENTS					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
4.1.1 Hardware Requirements					
4.1.1.1 System Life					
4.1.1.2 New Equipment					
4.1.1.3 Modular Design					
4.1.1.4 Accessibility					
4.1.1.5 Circuit Protection					
4.1.1.6 Housings and Cabinets					
4.1.1.7 Hardware					
4.1.1.8 Fabrication					
4.1.1.9 Stainless Steel Materials					
4.1.2 Applicable Codes					
4.1.3 Equipment Diagnostic and Self-Test Requirements					
4.1.4 Electrical Requirements					
4.1.5 Capacity and Data Retention					
4.1.6 Environmental Requirements					
4.1.7 Lightning Protection					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
4.1.8 Time of Day/Date Control and Synchronization					
4.2 TOLL SYSTEM DESIGN					
4.2.1 Project Initiation Conference					
4.2.2 Preliminary Design Phase					
4.2.2.1 Preliminary Design Documentation					
4.2.2.2 Preliminary Design Review					
4.2.3 Detailed Design Phase					
4.2.3.1 Detailed Design Documentation					
4.2.3.2 Critical Design Review					
4.3 FUNCTIONAL REQUIREMENTS					
4.3.1 Functional Capabilities					
4.3.2 Communication					
4.3.3 Message Formats/Protocols					
4.3.4 Maintenance Online Management System					
4.3.4.1 Failure Detection and Reporting					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
4.3.4.2 System Monitoring					
4.3.4.3 Availability Tracking					
4.3.4.4 Remote Access					
4.3.4.5 Inventory/Spare Parts Control					
4.3.4.5.1 Project Segment Spare Parts Inventory					
4.3.4.5.2 Substitution of Parts and Equipment					
4.3.4.5.3 Quality Control and Assurance					
4.3.5 Tolling Zone Controller(s)					
4.3.6 ETC Tag Reading					
4.3.7 Image Capture					
4.3.7.1 Optical Character Recognition					
4.3.7.2 Cameras					
4.3.7.3 Image Trigger					
4.3.7.4 Supplemental Illumination					
4.3.8 Automatic Vehicle Detection and					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
Classification					
4.3.9 Cash Collection Subsystem					
4.3.9.1 AVC – Collector Classification					
4.3.9.2 Collector Terminal					
4.3.9.3 In-lane Receipt Printer					
4.3.9.4 Toll Fare and Customer Feedback Display					
4.3.9.5 Automatic Coin Machines					
4.3.9.6 Lane Status Sign (Canopy Light)					
4.3.9.7 Transaction Notification Light					
4.3.10 Cash and Vault Management System					
4.3.10.1 Coin and Bill Counters					
4.3.10.2 Count Room Receipt Printer					
4.3.10.3 Computer Workstations					
4.3.11 Toll Management Console					
4.3.12 Project Host Server					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
4.3.12.1 Transaction Collection					
4.3.12.2 Trip Building					
4.3.12.3 Toll Rates					
4.3.12.3.1 Schedule Mode					
4.3.12.3.2 Dynamic Mode					
4.3.12.3.2.1 Price Determination					
4.3.12.3.2.2 Travel Time Adjustment					
4.3.12.4 Managed Lane Traffic Data					
4.3.13 Managed Lane Violation Signal					
4.3.14 Dynamic Toll Pricing Signs					
4.3.15 Security					
4.3.15.1 Data Security					
4.3.15.2 Physical Security					
4.3.15.3 Video Security					
4.3.15.3.1 Digital Video Recording Subsystem					
4.3.15.3.2 Cameras					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
4.3.15.4 Proximity Reader Subsystem					
4.3.16 Performance Requirements					
4.3.17 System Availability					
Table 3 - Tolling Zone Functional Availability					
4.4 SYSTEM TESTING					
4.4.1 Change Management					
4.4.2 Test Review Board					
4.4.3 Test Plan					
4.4.3.1 Environmental Certification					
4.4.3.2 Factory Acceptance Testing (FAT)					
4.4.3.3 Site Acceptance Testing (SAT)					
4.4.3.4 Commissioning Test					
4.4.3.5 Operational Test					
4.4.3.6 Performance Audit					
4.4.4 Test Procedures					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
4.4.5 Test Scheduling					
4.4.6 Test Conduct					
4.4.7 Test Readiness Review					
4.4.8 Test Reporting					
4.4.9 System Changes and Modifications					
4.4.10 CSC Interface Coordination					
4.4.11 Access to Testing Facilities by TxDOT					
4.4.12 System Tests					
4.4.12.1 Factory Acceptance Test (FAT)					
4.4.12.1.1 FAT Report					
4.4.12.2 Site Acceptance Test (SAT)					
4.4.12.2.1 SAT Report					
4.4.12.3 Commissioning Test					
4.4.12.3.1 Commissioning Test Report					
4.4.12.4 Operational Test					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
4.4.12.4.1 Operational Test Report					
4.4.12.5 Performance Audit					
4.4.12.5.1 Performance Audit Report					
Section 5 SYSTEM INSTALLATION					
5.1 TOLLING ZONE INSTALLATION					
5.2 CODES, STANDARDS AND SPECIFICATIONS					
5.3 CIVIL CONSTRUCTION QUALITY PLAN					
5.4 CONSTRUCTION REPORTING, RECORD KEEPING, AND DOCUMENTATION					
5.5 SOURCE INSPECTION					
5.6 PLANT INSPECTION					
5.7 MATERIALS ON PROJECT SITE					
5.8 USE OF EXISTING INFRASTRUCTURE					
5.9 REMOVAL OF OBSOLETE HARDWARE					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
5.10 NON-CONFORMANCE					
5.11 SAFETY AND HEALTH MANAGEMENT					
5.12 MAINTENANCE DURING WORK					
5.13 HOUSEKEEPING AND MAINTENANCE OF THE ROW					
5.14 PROTECTION OF SURFACE WATERS AND FLOOD					
5.15 PROTECTION AND RESTORATION OF PROPERTY AND					
5.16 LIMITATIONS OF IMPLEMENTATION OPERATIONS					
Section 6 MAINTENANCE OF TRAFFIC					
6.1 MAINTENANCE OF TRAFFIC DURING INSTALLATION					
6.2 MAINTENANCE OF TRAFFIC DURING MAINTENANCE					
Section 7 SYSTEM MAINTENANCE					
7.1 GENERAL					
7.2 PREVENTIVE MAINTENANCE					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
7.3 PREDICTIVE MAINTENANCE					
7.4 CORRECTIVE/EMERGENCY MAINTENANCE					
7.5 MAINTENANCE SERVICE MANUAL					
7.7 SPARE PARTS					
7.7 MAINTENANCE FACILITIES/WORKSHOP					
7.8 MAINTENANCE RECORDS					
7.9 MONTHLY MAINTENANCE REPORT					
7.1 MEAN TIME TO RESPOND AND REPAIR					
7.10.1 Mean Time to Respond					
7.10.2 Mean Time to Repair					
7.11 WORK LIMITATIONS					
7.12 INSPECTION OF WORK AND MATERIAL					
7.12.1 ICD Compliance					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
7.13 MAINTENANCE REPORTS					
7.14 MAINTENANCE OF EXISTING SYSTEMS					
7.14.1 General					
7.14.2 Access to Facilities and Equipment					
7.14.3 Performance Verification Period					
7.14.4 Transition of Maintenance Activities					
7.14.4.1 Transition Plan					
7.14.4.2 Transition Coordination					
7.14.5 System Monitoring					
7.14.5.1 Response Time					
7.14.5.2 Repair Time					
7.14.5.3 Functional Availability					
7.14.5.4 Performance Requirements					
7.14.6 Existing Spare Parts Inventory					
7.14.7 CTTS Maintenance					

(1) Section No. and Title	(2) Compliance		(3) Development		(4) Proposer Comment(s) / Note(s)
	Yes	No	(a) Development Required	(b) No Development Required	
Facilities/Workshops					
7.14.8 System Interfaces					
7.15 DECOMMISSIONING					
7.16 END OF MAINTENANCE TERM					
7.16.1 Inspection					
7.16.2 End of Maintenance Term Transition Plan					
7.16.3 Transitioning Support					
7.16.4 Maintenance Records					
7.16.5 Spares Parts, Components, Tools					
7.16.6 Passwords					
7.16.7 Training					
7.16.8 Manuals and Drawings					
7.16.9 Spare Equipment Repair					

## **Attachment C Pricing Tables**

**See attached:**

- **Pricing Table U-1**
- **Pricing Table U-2**
- **Pricing Table U-4**
- **Pricing Table U-5**

**Pricing Table U-1  
Project Delivery Unit Prices**

ITEM/LINE	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
<b>A</b>	<b>1</b>	<b>Project Costs</b>	Lump Sum	0	
	42	Mobilization (5% of B+C)	Lump Sum	0	
	23	Payment Bond	Lump Sum	0	
	34	Performance Bond	Lump Sum	0	
	45	Insurance	Lump Sum	0	
	56	<b>Subtotal – Project Costs</b>			
<b>B</b>	<b>67</b>	<b>Toll System Procurement, Installation, and Testing (includes: materials, software, equipment, labor, integration and testing)</b>			
<b>B1</b>	<b>78</b>	<b>Open Road Toll Collection (including all toll zone equipment and roadside controller appurtenances)</b>			
	89	One Lane (no shoulder)	Each	59	\$0.00
	910	One Lane + one shoulder	Each	18	\$0.00
	4011	Two Lanes + one shoulder	Each	12	\$0.00
	4412	Three Lanes + two shoulders	Each	4	\$0.00
<b>B2</b>	<b>4213</b>	<b>Cash Collection (including all toll zone equipment and toll zone controller appurtenances)</b>			
	4314	Plaza Appurtenances	Each	7	\$0.00
	4415	ACM Collection Lane (including ETC equipment)	Lane	45	\$0.00
	4516	Manual Collection Lane (including ETC equipment)	Lane	14	\$0.00
<b>B3</b>	<b>4617</b>	<b>Project Host Server</b>	Each	1	\$0.00
<b>B4</b>	<b>4718</b>	<b>Optical Character Recognition (OCR) Subsystem</b>	Lane	148	\$0.00
<b>B5</b>	<b>4819</b>	<b>Roadside Equipment Cabinet and Pad</b>	Each	14	\$0.00
<b>B6</b>	<b>4920</b>	<b>Structures- Toll Zone</b>			
	2021	Overhead Gantry Structure – Cantilever	1 Lane	15	\$0.00
	2422	Overhead Gantry Structure – Sign Bridge	2 Lanes	5	\$0.00
	2223	Overhead Gantry Structure – Sign Bridge	3 Lanes	1	\$0.00
<b>B7</b>	<b>2324</b>	<b>Signing (Static)</b>			
	2425	Toll Zone Signing	1 Lane	30	\$0.00
	2526	Advanced Toll Signing	Toll Zone	28	\$0.00
<b>B8</b>	<b>2627</b>	<b>Dynamic Pricing</b>			
	2728	Dynamic Toll Pricing Sign	Each	10	\$0.00
	2829	Speed Detection Equipment	Each	40	\$0.00
<b>B9</b>	<b>2930</b>	<b>Communication (includes: equipment, materials, installation, connections and integration between communications demarcation and roadside cabinet, maximum distance of 300')</b>			
	3031	Communications Subsystem	Toll Zone	14	\$0.00
	3432	Fiber optic communications (additional footage up to 1 mile)	Feet	5280	\$0.00

	3233	Copper/CAT-6 communications (additional footage up to 1 mile)	Feet	5280		\$0.00
	3334	Rigid Metal Conduit (additional footage up to 1 mile)	Feet	5280		\$0.00
	3435	PVC Conduit (additional footage up to 1 mile)	Feet	5280		\$0.00
	3536	Leased Commercial Line	Each	14		\$0.00
<b>B10</b>	<b>3637</b>	<b>Emergency Power and Back-up</b>				
	3738	Uninterruptible Power Supply	Toll Zone	14		\$0.00
	3839	Emergency Generator	Each	11		\$0.00
<b>B11</b>	<b>3940</b>	<b>Video Auditing</b>				
	4041	In-lane Audit Equipment	Lane	148		\$0.00
	4142	Digital Video Recording Subsystem	Toll Zone	7		\$0.00
<b>B12</b>	<b>4243</b>	<b>Physical Security and Monitoring</b>				
	4344	Security Camera (Pan/Tilt/Zoom)	Each	20		\$0.00
	4445	Security Camera (Fixed)	Each	20		\$0.00
	4546	Access Control (up to 16 door locations)	Each	11		\$0.00
	4647	Badge System	Each	1		\$0.00
<b>B13</b>	<b>4748</b>	<b>Miscellaneous Construction</b>				
	4849	Metal Beam Guard Fence / Toll Avoidance Fencing	Toll Zone	8		\$0.00
	4950	Maintenance Pull Out Area (Asphalt)	Toll Zone	8		\$0.00
	5051	Traffic Control	Lane	42		\$0.00
	5152	Electrical Service	Toll Zone	14		\$0.00
	5253	<b>Subtotal - Toll System Procurement, Installation, and Testing (B1 – B13)</b>				\$0.00
<b>C</b>	<b>5354</b>	<b>Professional Services</b>				
	5455	Initial Services/Factory Acceptance Test	Each	1		\$0.00
	5556	Project Management	Month	30		\$0.00
	5657	Project Pre-Design Coordination	Month	30		\$0.00
	5758	Toll System Design	Each	3		\$0.00
	5859	Project Documentation (Programmatic)	Each	1		\$0.00
	5960	Project Documentation (Project Specific)	Each	3		\$0.00
	6061	Toll System Plans	Each	3		\$0.00
	6162	<b>Subtotal – Professional Services</b>				\$0.00
	6263	<b>TOTAL PRICING</b>				\$0.00

## Pricing Table U-2 Maintenance Unit Pricing

ITEM/LINE		DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
<b>D</b>	<b>64 60</b>	<b>Toll Zone Maintenance</b>				
	65 64	Toll Zone Maintenance (Manual/Cash/ETC Lane - CTTS)	Month	60		\$0.00
	66 62	Toll Zone Maintenance (Dedicated ETC Lane – CTTS)	Month	60		\$0.00
	67 63	Toll Zone Maintenance (ACM/ETCMixed Mode Lane - CTTS)	Month	60		\$0.00
	68 64	Toll Zone Maintenance (ORT Zone – Existing ORTS)	Month	60		\$0.00
	69 65	Toll Zone Maintenance (ORT Zone – New ORTS)	Month	60		\$0.00
	70 66	Plaza Maintenance (Cash collection, Physical Security)	Month	60		\$0.00
	71 67	<b>Subtotal – Toll Zone Maintenance</b>				\$0.00
<b>E</b>	<b>72 68</b>	<b>Communications Maintenance</b>				
	73 69	T1 Service	Month	60		\$0.00
	74 70	<b>Subtotal – Communications Maintenance</b>				\$0.00
<b>F</b>	<b>75 71</b>	<b>Other Maintenance Activities</b>				
	76 72	Annual Performance Audit	Yearly	5		\$0.00
	77 73	3 <sup>rd</sup> Party Attest of Annual Audit	Each	5		\$0.00
	78 74	Software Source Code Escrow	Yearly	5		\$0.00
	79 75	End of Maintenance Term Activities	Lane	148		\$0.00
	80 76	<b>Subtotal – Other Maintenance Activities</b>				\$0.00
	81 77	<b>Grand Total Maintenance (Sections D, E and F) TOTAL PRICING – MAINTENANCE</b>				\$0.00

## Pricing Table U-4 Hypothetical Project Delivery Price

ITEM/LINE	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
<b>A</b>	<b>1 Project Costs</b>				
	2 Mobilization (5% of B+C)	Lump Sum			\$0.00
	3 Payment Bond	Lump Sum			\$0.00
	4 Performance Bond	Lump Sum			\$0.00
	5 Insurance	Lump Sum			\$0.00
	<b>6 Subtotal – Project Costs</b>				<b>\$0.00</b>
<b>B</b>	<b>7 Toll System Procurement, Installation, and Testing (includes: materials, software, equipment, labor, integration and testing)</b>				
<b>B1</b>	<b>8 Open Road Toll Collection (including all toll zone equipment and roadside controller appurtenances)</b>				
	9 One Lane (no shoulder)	Each			
	10 One Lane + one shoulder	Each	4		\$0.00
	11 Two Lanes + one shoulder	Each			
	12 Three Lanes + two shoulders	Each			
<b>B2</b>	<b>13 Cash Collection (including all toll zone equipment and toll zone controller appurtenances)</b>				
	14 Plaza Appurtenances	Each			
	15 ACM Collection Lane (including ETC equipment)	Lane			
	16 Manual Collection Lane (including ETC equipment)	Lane			
<b>B3</b>	<b>17 Project Host Server</b>	Each	1		\$0.00
<b>B4</b>	<b>18 Optical Character Recognition (OCR) Subsystem</b>	Lane	1		\$0.00
<b>B5</b>	<b>19 Roadside Equipment Cabinet and Pad</b>	Each	4		\$0.00
<b>B6</b>	<b>20 Structures- Toll Zone</b>				
	21 Overhead Gantry Structure – Cantilever	1 Lane	4		\$0.00
	22 Overhead Gantry Structure – Sign Bridge	2 Lanes			
	23 Overhead Gantry Structure – Sign Bridge	3 Lanes			
<b>B7</b>	<b>24 Signing (Static)</b>				
	25 Toll Zone Signing	1 Lane	4		\$0.00
	26 Advanced Toll Signing	Toll Zone	4		\$0.00
<b>B8</b>	<b>27 Dynamic Pricing</b>				\$0.00
	28 Dynamic Toll Pricing Sign	Each			
	29 Speed Detection Equipment	Each			
<b>B9</b>	<b>30 Communication (includes: equipment, materials, installation, connections and integration between communications demarcation and roadside cabinet, maximum distance of 300')</b>				
	31 Communications Subsystem	Toll Zone	4		
	32 Fiber optic communications (additional footage up to 1 mile)	Feet	5,280		\$0.00
	33 Copper/CAT-6 communications (additional footage up to 1 mile)	Feet			

	34	Rigid Metal Conduit (additional footage up to 1 mile)	Feet			
	35	PVC Conduit (additional footage up to 1 mile)	Feet			
	36	Leased Commercial Line	Each			
<b>B10</b>	37	<b>Emergency Power and Back-up</b>				
	38	Uninterruptible Power Supply	Toll Zone	4		\$0.00
	39	Emergency Generator	Each	2		\$0.00
<b>B11</b>	40	<b>Video Auditing</b>				
	41	In-lane Audit Equipment	Lane	4		\$0.00
	42	Digital Video Recording Subsystem	Toll Zone	4		\$0.00
<b>B12</b>	43	<b>Physical Security and Monitoring</b>				
	44	Security Camera (Pan/Tilt/Zoom)	Each			
	45	Security Camera (Fixed)	Each			
	46	Access Control (up to 16 door locations)	Each			
	47	Badge System	Each			
<b>B13</b>	48	<b>Miscellaneous Construction</b>				
	49	Metal Beam Guard Fence / Toll Avoidance Fencing	Toll Zone	2		\$0.00
	50	Maintenance Pull Out Area (Asphalt)	Toll Zone			
	51	Traffic Control	Lane	4		\$0.00
	52	Electrical Service	Toll Zone	4		\$0.00
	53	<b>Subtotal - Toll System Procurement, Installation, and Testing (B1 – B13)</b>				\$0.00
<b>C</b>	54	<b>Professional Services</b>				
	55	Project Management	Month	10		\$0.00
	56	Project Pre-Design Coordination	Month			
	57	Toll System Design	Each	4		\$0.00
	58	Project Documentation (Programmatic)	Each	1		\$0.00
	59	Project Documentation (Project Specific)	Each	1		\$0.00
	60	Toll System Plans	Each	1		\$0.00
	61	<b>Subtotal – Professional Services</b>				\$0.00
	62	<b>Grand Total – Toll System Implementation (Sections A, B, and C)</b>				\$0.00

**Pricing Table U-5**  
**Hypothetical Maintenance Pricing**

ITEM/LINE	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
<b>D</b>	<b>63 Toll Zone Maintenance</b>				
	64 Toll Zone Maintenance (Manual/Cash/ETC Lane - CTTS)	Month			
	65 Toll Zone Maintenance (Dedicated ETC Lane – CTTS)	Month			
	66 Toll Zone Maintenance (ACM/ETCMixed Mode Lane - CTTS)	Month			
	67 Toll Zone Maintenance (ORT Zone – Existing ORTS)	Month			
	68 Toll Zone Maintenance (ORT Zone – New ORTS)	Month	96		\$0.00
	69 Plaza Maintenance (Cash collection, Physical Security)	Month			
	70 <b>Subtotal – Toll Zone Maintenance</b>				\$0.00
<b>E</b>	<b>71 Communications Maintenance</b>				
	72 T1 Service	Month	96		\$0.00
	73 <b>Subtotal – Communications Maintenance</b>				\$0.00
<b>F</b>	<b>74 Other Maintenance Activities</b>				
	75 Annual Performance Audit	Yearly	8		\$0.00
	76 3 <sup>rd</sup> Party Attest of Annual Audit	Each	87		\$0.00
	77 Software Source Code Escrow	Yearly	8		\$0.00
	78 End of Maintenance Term Activities	Lane	4		\$0.00
	79 <b>Subtotal – Other Maintenance Activities</b>				\$0.00
	80 <b>Grand Total Maintenance (Sections E, E and F) TOTAL PRICING – MAINTENANCE</b>				\$0.00

## Attachment C-1 Hypothetical Project Segment Scenario

This project involves the implementation of four ramp toll gantries on State Highway (SH) 45 North at O'Connor Drive in Austin, Texas. The four new ramps will provide access to and from SH 45 N at O'Connor Drive. This Supplement includes four one-lane toll gantries; two on at-grade ramps and two on elevated ramps, as depicted in Figure 1 below.

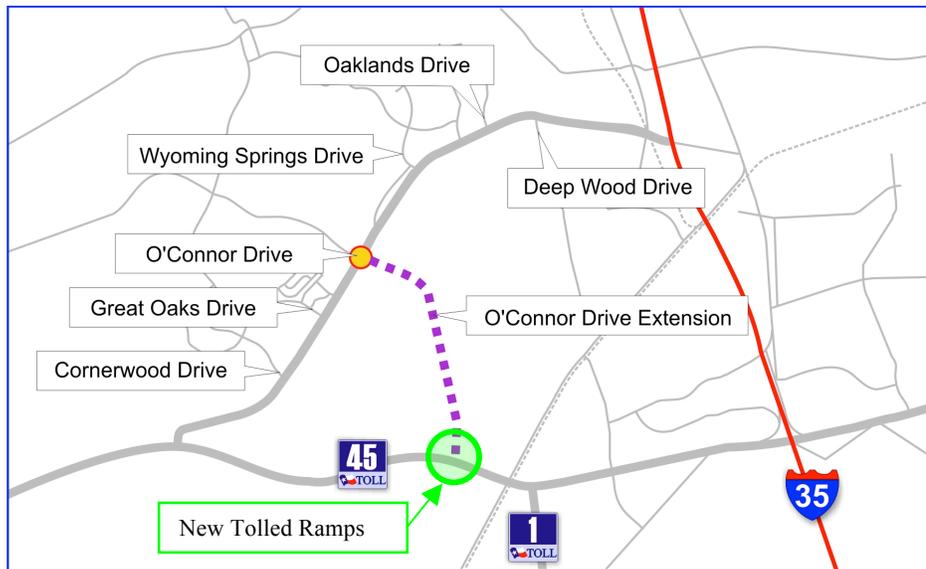


Figure 1 – New SH 45 N Ramp Locations

The Toll System shall be designed in accordance with the Agreement, including TxDOT toll system design and performance standards utilizing the values set forth or referenced in the Technical Provisions. Specifically, this project consists of providing a fully integrated Automatic Vehicle Identification (TxTag) and Pay By Mail System.

The toll gantries will be located at the following approximate SH 45 N centerline stations as detailed below:

1. Ramp 9 East (RE09U)
  - a. At-grade entrance ramp from eastbound frontage road to eastbound main lanes
  - b. Area provided for toll equipment and maintenance vehicle
2. Ramp 9 West (RW09U)
  - a. At-grade exit ramp from westbound main lanes to westbound frontage road
  - b. Area provided for toll equipment and maintenance vehicle

3. Ramp North-West DC (RNWDC)
  - a. Elevated exit ramp from north-west direct connector to westbound frontage road
  - b. No area provided on structure for toll equipment and maintenance vehicle
  - c. Ramp will be shut down for gantry maintenance
  - d. Toll gantry will be ground-mounted along north side of ramp (south side is underneath existing DC and would be difficult to construct)
  - e. Toll cabinets will be located in maintenance area for RW09U
  
4. Ramp East-South DC (RESDC)
  - a. Elevated entrance ramp from eastbound frontage road to east-south Direct Connector
  - b. Area provided on structure for toll equipment and maintenance vehicle (pickup truck, not bucket truck)
  - c. Ramp will be shut down for gantry maintenance

The elevated ramp (RESDC) shall utilize 45' tall cantilever overhead sign structures, reaching to footings at grade.

The existing SH 45 N toll collection system is currently in operation and collecting tolls. Only the O'Connor ramps, shown in Figure 1, will be constructed in their entirety under this project. Integrator will be responsible for coordinating its Work efforts, through the Austin District and Area Office, with other contractors who may be on-site in order to minimize conflicts and potential delays.

The Integrator shall fabricate and install ground mounted toll rate and TxTag or Pay By Mail signs on the approaches to the toll ramps.

The Integrator shall install new conduit between site RE09U and the nearest TxDOT duct bank ground box. Within this, the Integrator shall install single mode fiber and splice into the TxDOT existing fiber plant in the ground box, connecting to dark fibers identified by TxDOT to be provided to the Integrator. The Integrator shall further install multimode fiber in the same conduit and pull this to site RESDC via a spare tube in the TxDOT duct bank to the nearest ground box in proximity to site RESDC. All required conduit will be provided by others. The Integrator shall furnish and install any necessary fiber-optic transceivers and jumpers in patch panels between site RE09U and the Integrator provided network at the TxDOT CSC, using information and fiber assignments provided by TxDOT to the Integrator.

The Integrator will support TxDOT in the execution of User Acceptance Testing, executed by TxDOT and their consultants, requiring an effort lasting no longer than one week.

**Attachment D**  
**TxDOT Bid Bond Form**

(See attached.)

**TEXAS DEPARTMENT OF TRANSPORTATION  
BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS,

That we, (Integrator Name) \_\_\_\_\_

Hereinafter called the Principal, and (Surety Name) \_\_\_\_\_

a corporation or firm duly authorized to transact surety business in the State of Texas, hereinafter called the Surety, are held and firmly bound unto the Texas Department of Transportation, hereinafter called the Obligee, in the sum of one hundred thousand dollars (\$100,000) as a proposal guaranty, the payment of which sum will and truly be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for the following project identified as:

**Statewide Toll System Integration and Maintenance**

NOW, THEREFORE, if the Obligee shall award the Contract to the Principal and the Principal shall enter into the Contract in writing with the Obligee in accordance with the terms of such bid, then this bond shall be null and void. If in the event of failure of the Principal to execute such Contract in accordance with the terms of such bid, this bond shall become the property of the Obligee, without recourse of the Principal and/or Surety, not as a penalty but as liquidated damages.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_\_

By: \_\_\_\_\_  
(Integrator/Principal Name)

\_\_\_\_\_  
(Signature and Title of Authorized Signatory for Contractor/Principal)

\*By: \_\_\_\_\_  
(Surety Name)

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

\*Attach Power of attorney (Surety) for Attorney-in-Fact

Impressed  
Surety Seal  
Only

**This form may be removed from the proposal.**

**BIDDER'S CHECK RETURN**  
**IMPORTANT**

The space provided for the return address must be completed to facilitate the return of your bidder's check. Care must be taken to provide a legible, accurate, and complete return address, including zip code. A copy of this sheet should be used for each different return address.

**NOTE**

**Successful bidders will receive their guaranty checks with the executed contract.**

RETURN BIDDERS CHECK TO (PLEASE PRINT):


**PROJECT: Statewide Toll System Integration and Maintenance**

**IMPORTANT**

**PLEASE RETURN THIS SHEET IN ITS ENTIRETY**

Please acknowledge receipt of this check(s) at your earliest convenience by signing below in longhand, in ink, and returning this acknowledgement in the enclosed self addressed envelope.

Check Received By: \_\_\_\_\_ Date: \_\_\_\_\_

Title:

\_\_\_\_\_

For (Integrator's Name): \_\_\_\_\_

**Attachment E**  
**Proposer Affirmation and Certifications**

**See attached:**

- |        |   |
|--------|---|
| Form 1 | Proposal Affirmation Form   |
| Form 2 | Non-Collusion Affidavit   |
| Form 3 | Buy America Certification   |
| Form 4 | <del>Debarment and Suspension Certification</del> <a href="#">Intentionally Omitted</a> |
| Form 5 | Certification Regarding Use of Contract Funds for Lobbying                              |
| Form 6 | Child Support Statement for State Grants, Loans and Contracts                           |
| Form 7 | Equal Employment Opportunity Certification  |
| Form 8 | Conflict of Interest Disclosure Statement   |

**FORM 1**  
**PROPOSER AFFIRMATION FORM**

This form must be signed and returned with the response. Responses that do not include this form will be disqualified. The response shall be void if false statements are contained in this form.

**CONFORMANCE:** The Proposer warrants to TxDOT that all goods and services furnished shall conform in all respects to the terms of the specification. In addition, Proposer warrants that goods and services are suitable for and will perform in accordance with the purposes for which they are intended.

**GRATUITIES:** The Proposer has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted response.

**CERTAIN BIDS AND CONTRACTS PROHIBITED:** Under Government Code Section 2155.004, the Proposer certifies that the individual or business entity named in this response is eligible to receive the specified contract and acknowledges that the contract may be terminated or payment withheld if this certification is inaccurate.

**ANTITRUST LAWS:** Neither the Proposer nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of this state, or the Federal Antitrust Laws, nor communicated directly or indirectly the solicitation made to any competitor or any other person engaged in such line of business.

**DECEPTIVE TRADE PRACTICES; UNFAIR BUSINESS PRACTICES:** The Proposer represents and warrants that it has not been the subject of allegations of deceptive trade practices violations under Business & Commerce Code Chapter 17, or allegations of any unfair business practice in any administrative hearing or court suit and that Proposer has not been found to be liable for such practices in such proceedings. Proposer certifies that it has no officers who have served as officers of other entities who have been the subject of allegations of deceptive trade practices violations or allegations of any unfair business practices in an administrative hearing or courts suit and such officers have not been found to be liable for such practices in such proceedings.

**COLLUSION:** The Proposer has not colluded with, nor received any assistance from, any person who was paid by TxDOT to prepare specifications or a solicitation on which a Proposer's response is based and will not allow any person who prepared the respective specifications or solicitation to participate financially in any contract awarded.

**INELIGIBILITY UNDER FAMILY CODE:** Under Family Code Section 231.006, the Proposer certifies that the individual or business entity named in this response is not ineligible to receive the specified grant, loan, or payment and acknowledges that the contract may be

terminated and payment may be withheld if this certification is inaccurate. Any Proposer subject to Section 231.006 must include names and social security numbers of each person with at least 25% of ownership of the business entity submitting the response. This information must be provided prior to award.

NOTE: Pursuant to Government Code Section 403.055 and Family Code Section 231.006, a contract will not be issued to a Proposer and warrants will be held by CPA if the Proposer owes delinquent child support payment(s), a delinquent state tax, or other tax collected by the CPA.

**CONTRACTING WITH EX-TXDOT EXECUTIVE DIRECTOR:** Under Government Code Section 669.003, TxDOT may not enter into a contract with an individual who was the executive director of TxDOT during the four years before the date of the contract, or with anyone who employs a current or former TxDOT executive director, unless the Transportation Commission approves the contract in an open meeting.

NOTE: If Section 669.003 applies, Proposer must provide the following information as an attachment to this solicitation response: name of former TxDOT executive director, date of separation from TxDOT, position with Proposer, and date of employment with Proposer. This information is subject to public disclosure under Section 660.004.

**DEBT TO THE STATE:** Proposer agrees that any payments due under this contract will be applied towards any debt, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

**PROPOSER ELIGIBILITY:**

(a) Proposer certifies that the responding entity and its principles are eligible to participate in this transaction and have not been subject to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity, and that respondent is in compliance with the State of Texas statutes and rules relating to procurement, and that respondent is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at: <http://www.epls.gov>.

(b) Proposer has not been convicted of a felony in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, Katrina or subsequent disasters.

(c) Proposer certifies that it is not:

- (1) A person required to register as a lobbyist under Government Code Chapter 305.
- (2) A public relations firm.
- (3) A government consultant.

**NEPOTISM DISCLOSURE:**

(a) This section requires the Proposer to notify TxDOT of any TxDOT employee who is a relative of the Proposer or any Proposer subcontractor, and who is expected to work under this contract. In this section, the term “relative” means:

- (1) a person’s great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or
- (2) the grandparent, parent, sibling, child, or grandchild of the person’s spouse.

(b) A notification required by this section shall be submitted in writing to the person designated to receive official notices under this solicitation and by first-class mail addressed to Contract Services Section, General Services Division, Texas Department of Transportation, 125 East 11th Street, Austin, Texas 78701. This notice shall specify the Proposer’s firm name, the name of the person who submitted the notification, the solicitation number, the district, division, or office of TxDOT that is principally responsible for the contract, the name of the relevant Proposer employee, the expected role of the Proposer employee on the project, the name of the TxDOT employee who is a relative of the Proposer employee, the title of the TxDOT employee, and the work location of the TxDOT employee.

(c) By signing this form the Proposer is certifying that the Proposer does not have any knowledge that any of its employees or of any employees of a subcontractor who are expected to work under this contract have a relative that is employed by TxDOT unless the Proposer has notified TxDOT of each instance as required by subsection (b).

(d) If the Proposer learns at any time that any of its employees or any of the employees of a subcontractor who are performing work under this contract have a relative who is employed by TxDOT, the Proposer shall notify TxDOT under subsection (b) of each instance within thirty days of obtaining that knowledge.

(e) If the Proposer violates this section, TxDOT may terminate the contract immediately for cause, may impose any sanction permitted by law, and may pursue any other remedy permitted by law.

**PROPOSAL:**

(a) If selected by TxDOT, Proposer agrees to: (i) discuss the terms of the Agreement with TxDOT in good faith and in accordance with the requirements of the RFP, (ii) enter into the Agreement and satisfy all other conditions to award of the Agreement; and (iii) perform its obligations as set forth in the Agreement, including compliance with all commitments contained in its Proposal and all of its obligations under the ~~DBE Special Provision and~~ DBE Program.

(b) Proposer acknowledges receipt, understanding and full consideration of all materials posted on the Project website ([http://www.dot.state.tx.us/business/projects/toll\\_ops.htm](http://www.dot.state.tx.us/business/projects/toll_ops.htm)) and the following Addenda and final set of questions and answers to the RFP/Addenda:

[Addendum No. 1 to RFP – December 14, 2011](#)

[RFP Question and Answer Comment Log – December 14, 2011](#)

[list [any additional Addenda, if applicable, and the final set of questions and answers](#)]

(c) Proposer certifies that its Proposal is submitted without reservation, qualification, assumptions or conditions, other than those expressly set forth in the Instructions to Proposers. Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of the RFP, has reviewed all materials posted on the Project website, and is satisfied that such provisions provide sufficient detail regarding the Work (as defined in the RFP) to be performed and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in its Proposal; that it has conducted such other field investigations and additional design development which are prudent and reasonable in preparing its Proposal, including a thorough review of the RFP; and that it has notified TxDOT of any deficiencies in or omissions from the RFP or other documents provided by TxDOT and of any unusual site conditions observed prior to the date hereof.

(d) Proposer understands that TxDOT is not bound to accept the lowest priced Proposal or any Proposal TxDOT may receive.

(e) Proposer agrees that TxDOT will not be responsible for any errors, omissions, inaccuracies or incomplete statements in its Proposal.

(f) The Proposer acknowledges and agrees that the Proposal will be governed by and construed in all respects according to the laws of the State of Texas.

Proposer represents and warrants that the individual signing this form is authorized to sign on behalf of Proposer and to bind Proposer under any contract resulting from this response.

**Proposer Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_ **Date:** \_\_\_\_\_



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

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

\_\_\_\_\_  
(Name printed)

\_\_\_\_\_  
(Name printed)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

State

\_\_\_\_\_  
Notary Public in and for said County and

[Seal]

My commission expires:\_\_\_\_\_.

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members or joint venturers of the Proposer.]

**FORM 3**  
**BUY AMERICA CERTIFICATION\***

The undersigned certifies that only domestic steel and iron will be used in the Project.

To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States, and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. This requirement does not preclude a minimal use of foreign steel and iron materials, provided the cost of such materials does not exceed 0.1% of the Project Segment Price for any Project Segment, or 0.1% of the Maintenance Price for any Project Segment Supplement.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Proposer's Name: \_\_\_\_\_

\* Initially capitalized terms not otherwise defined herein shall have the meaning set forth in the Instructions to Proposers or Agreement, as appropriate.

**FORM 4**

**TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29**  
**DEBARMENT AND SUSPENSION CERTIFICATION\* INTENTIONALLY OMITTED**

~~The undersigned Proposer certifies on behalf of itself, and all partners, members, joint venturers and Subcontractors of the Proposer, the following:~~

~~The undersigned certifies to the best of its knowledge and belief, that it and its principals:~~

- ~~a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;~~
- ~~b. Have not within a 3-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;~~
- ~~c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and~~
- ~~d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.~~

~~Where the Proposer is unable to certify to any of the statements in this certification, it shall attach a certification to its proposal or bid stating that it is unable to provide the certification and explaining the reasons for such inability.~~

~~Date: \_\_\_\_\_~~

~~Proposer: \_\_\_\_\_~~

~~Signature: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~  
~~\_\_\_\_\_~~

~~\* Initially capitalized terms not otherwise defined herein shall have the meaning set forth in the Instructions to Proposers or Agreement, as appropriate.~~

**FORM 5**  
**CERTIFICATION REGARDING USE OF**  
**CONTRACT FUNDS FOR LOBBYING**

The undersigned certifies, to the best of its knowledge and belief (after due inquiry and investigation), that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any contract or agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “**Disclosure Form to Report Lobbying**,” in accordance with its instructions.
3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
4. The undersigned shall require that the language of this certification be included in all lower tier subcontracts which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.
5. The undersigned understands and agrees that the provisions of 31 USC §3801, et seq., apply to this certification and disclosure, if any.

[Note: Pursuant to 31 U.S.C. §1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each expenditure or failure.]

[signature page follows]

Date: \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members or joint venturers of the Proposer.]

**FORM 6**  
**CHILD SUPPORT STATEMENT FOR**  
**STATE GRANTS, LOANS AND CONTRACTS**

Under Section 231.006, of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is eligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

Proposer Name: \_\_\_\_\_

List below the name and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership interest of at least 25% of the entity identified below.

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Section 231.006, Texas Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive a state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A and D of Title IV of the federal Social Security Act (42 U.S.C. Section 601-617 and 651-669).

Date: \_\_\_\_\_, 201\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

[Duplicate or modify this form as necessary so that it accurately describes the entity making the Proposal and so that it is signed on behalf of all partners, members or joint venturers of the Proposer.]

**FORM 7**  
**EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION\***

THE FOLLOWING CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS SHALL BE EXECUTED BY THE PROPOSER (INCLUDING EACH PARTNER, MEMBER OR JOINT VENTURER OF THE PROPOSER) AND EACH NON-EXEMPT SUBCONTRACTOR.

The undersigned [check one] Proposer \_\_\_\_\_ proposed Subcontractor \_\_\_\_\_ hereby certifies that [check one] it has \_\_\_\_\_ has not \_\_\_\_\_ participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Orders 10925, 11114 or 11246, and that, where required, it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

\_\_\_\_\_  
(Company)

By:

\_\_\_\_\_  
(Title)

Date: \_\_\_\_\_

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

\* Initially capitalized terms not otherwise defined herein shall have the meaning set forth in the Instructions to Proposers or Agreement, as appropriate.

**FORM 8**  
**CONFLICT OF INTEREST DISCLOSURE STATEMENT\***

Proposer’s attention is directed to 23 CFR Part 636 Subpart A and in particular to Subsection 636.116 regarding organizational conflicts of interest. Section 636.103 defines “organizational conflict of interest” as follows:

Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

Proposers are advised that certain persons or firms (including their subsidiaries and affiliates) may be precluded from participating on a Proposer team if such participation would constitute an organizational conflict of interest. For example, firms that work or have worked with TxDOT in connection with the Project and document preparation services for this procurement will not be allowed to participate on any Proposer team for the Project.

1. Disclosure Pursuant to Section 636.116(2)(v)

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Proposer’s team (including the Proposer, Proposer’s proposed consultants and proposed Subcontractors, and their respective chief executives, directors, and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this Request for Proposals (RFP).

Proposer should disclose (a) any current contractual relationships with TxDOT, (b) any past, present, or planned contractual or employment relationships with any TxDOT member, officer, or employee; and (c) any other circumstances that might be considered to create a financial interest in the contract by any TxDOT member, officer, or employee if Proposer is awarded the contract. Proposer should also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the RFP preparers. Proposer should also disclose contractual relationships with an RFP preparer in the nature of a joint venture, as well as relationships wherein the RFP preparer is a contractor or consultant (or subcontractor or subconsultant) to Proposer or a member of Proposer’s team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

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2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

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3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Conflict of Interest Disclosure Statement, other than as disclosed above.

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Date

\* Initially capitalized terms not otherwise defined herein shall have the meaning set forth in the Instructions to Proposers or Agreement, as appropriate.