

STATEWIDE ROADSIDE TOLL COLLECTION SYSTEM REQUEST FOR PROPOSALS

Addendum No. 11

Issued September 20, 2023

This is an addendum to the Statewide Roadside Toll Collection System Request for Proposals (RFP) offered by the North Carolina Turnpike Authority.

Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:

- Section A – Official revisions to the Statewide Roadside Toll Collection System RFP

All other terms, conditions and requirements of the original RFP dated January 20, 2023, remain unchanged unless modified by this Addendum.

REVISIONS: Following are the revisions to the RFP documents for Addendum #10 (Deletions are shown in red text strikeout mode and additions are in red text and underlined).

1. RFP cover page has been modified as follows:

Issue Date: January 20, 2023
Updated through Addendum 11 (September 20, 2023)

2. The following two sentences have been added to the end of Section 1.7.1 Description of License found in Part IV Terms and Conditions:

Third Party Software that can be purchased directly from a commercial third-party provider by NCTA and a license can be issued directly to NCTA may be excluded from Software subject to the terms in Section 1.7.1 of this Terms and Conditions. Any custom Software associated with the third party required for NCTA to use the Third-Party Software to meet all Requirements shall be included in the unlimited, fully-paid-up, royalty-free, perpetual, universal, irrevocable, non-exclusive license described in this Section.

3. Item #5 under Part IV Terms and Conditions, Section 1.7.3 Escrow has been modified as follows:

5. Release of Escrow Deposits

Except as may be otherwise provided in the escrow agreement, the Deposit Materials are to remain in escrow unless or until the withdrawal of such Deposit Materials is permitted pursuant to **Part IV, Terms and Conditions**, Section 2.6.2 of this Agreement, ~~or upon end of the Contract, whether~~ due to termination for cause or expiration, at which time such Deposit Materials shall be provided to NCTA subject to the limitations contained in the confidentiality provisions, and the terms of the escrow agreement, and shall be incorporated into the licenses granted to NCTA hereunder.

4. A new item, Item #5, has been added to Section 2.6.2 Termination for Cause found in Part IV Terms and Conditions.

5. In case NCTA does not pay within 120 days of invoice receipt and approval by NCTA, the Contractor shall be allowed to inform NCTA that Contractor intends to terminate the Contract if NCTA does not pay all invoices over 120 days late within the next 60 days. The Contractor may request payment for the damage from not receiving compensation for any invoice over 120 days late. The Contractor shall be able to terminate the Contract if it is not paid any amount due for a period of 120 days in order to avoid excessive economic distress.

5. Item #1 under Part IV Terms and Conditions, Section 3.7.16 General Indemnity has been modified as follows:

I. The Contractor shall hold and save NCTA, its officers, Agents and employees, harmless from liability of any kind, including all claims and losses, with the exception of consequential damages, as normally construed, accruing or resulting to any other person, firm or corporation furnishing or supplying Work, Services, materials or supplies in connection with ~~the negligent performance of this Contract or~~ Contractor's breach of Contract, negligence or willful misconduct. The foregoing indemnification and defense by the Contractor shall be conditioned upon the following: