

TRANSPONDER MANAGEMENT & FULFILLMENT REQUEST FOR PROPOSALS Addendum No. 3

Issued May 17, 2024

This is an addendum to the Transponder Management & Fulfillment 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 Transponder Management & Fulfillment RFP

All other terms, conditions and requirements of the original RFP dated February 8, 2024, remain unchanged unless modified by this Addendum.

Section A: Official revisions to the Transponder Management & Fulfillment RFP

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

- 1) In **Exhibit B: Pricing Forms & Instructions**, the Project Summary tab has been updated for clarity.
 - a. *Note: For the latest version, reference the *Exhibits – Per Addendum 03* document found on the [NCTA Connect Site](#).
- 2) RFP cover page has been modified as follows:

Updated through Addendum 3 (May 17, 2024)

- 3) Part I Administrative, Section I.27 Insurance Requirements, has been modified as follows:

2. Commercial General Liability Policy - Combined Single Limits: \$1,000,000.00 per ~~aggregateperson~~, \$3,000,000.00 per occurrence The Commercial General Liability Policy shall include contractual liability coverage and must be on an “occurrence” basis. A Comprehensive General Liability Policy may be substituted for the Commercial General Liability Policy if the Comprehensive General Liability Policy has been endorsed to insure contractual liability, broad form property damage, and personal injury liability.

3. Business Automobile Liability Policy - To include liability coverage covering all owned, hired and non-owned vehicles used in connection with the Contract. Combined Single Limits: \$1,000,000.00 per ~~aggregateperson~~ \$3,000,000.00 per occurrence, ~~and~~

6. Cyber Liability Insurance- The Contractor shall maintain Privacy and Network Security (Cyber Liability) insurance covering liability arising from (1) hostile action, or a threat of hostile action, with the intent to affect, alter, copy, corrupt, destroy, disrupt, damage, or provide unauthorized access/unauthorized use of a computer system including exposing or publicizing confidential electronic data or causing electronic data to be inaccessible (2) computer viruses, Trojan horses, disabling codes, trap doors, back doors, time bombs drop-dead devices, worms and any other type of malicious or damaging code (3) dishonest, fraudulent, malicious, or criminal use of a computer system by a person, whether identified or not, and whether acting alone or in collusion with other persons, to affect, alter, copy, corrupt, delete, disrupt, or destroy a computer system or obtain financial benefit for any party or to steal or take electronic data (4) denial of service for which the insured is responsible that results in the degradation of or loss of access to internet or network activities or normal use of a computer system (5) loss of service for which the insured is responsible that results in the inability of a third-party, who is authorized to do so, to gain access to a computer system and conduct normal internet or network activities (6) access to a computer system or computer system resources by an unauthorized person or persons or an authorized person in an unauthorized manner with a limit not less than one ten million dollars (~~\$10,000,000~~) per occurrence. This insurance shall provide coverage for personal injury (including emotional distress and mental anguish). Such Cyber Liability insurance coverage may be met through or combined with the Professional Liability Insurance referenced in the above paragraph 4; however, if combined then the coverage requirement for Cyber Liability insurance shall be equal or greater than the combined aggregate.